



City of Tukwila Transportation and Infrastructure Services Committee

- ❖ Kate Kruller, Chair
- ❖ Mohamed Abdi
- ❖ Tosh Sharp

Distribution: K. Kruller C. Hougardy T. Sharp H. Ponnekanti S. Kim (email) G. Lerner (email)	City Attorney (email) Clerk File Copy Place pkt pdf on SharePoint Z Trans & Infra Agendas email cover to: F. Ayala, A. Le, C. O'Flaherty, A. Youn, B. Saxton, S. Norris, L. Humphrey
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AGENDA

MONDAY, JUNE 6, 2022 – 5:30 PM

HYBRID MEETING – ONSITE AND VIRTUAL


DUWAMISH CONFERENCE ROOM, 6300 BUILDING, 2ND FLR

MS Teams: [Click here to join the meeting](#)

**Virtual Meeting - Members of the public may listen by dialing 1-253-292-9750 and entering conference ID 799017451#
6300 BUILDING, SUITE 100)**

Item	Recommended Action	Page
1. PRESENTATIONS		
2. BUSINESS AGENDA		
a) Green River Trail Improvements Project PSRC Grant Award and Acceptance (B. Robinson)	a) Forward to the 06/06/22 Regular Consent Agenda	Pg. 1
b) 2022 Overlay and Repair Program Design and Construction Mgmt. Am No. 2 (D. Elder)	b) Forward to the 06/13/22 Special Consent Agenda	Pg. 5
c) 2022 Annual Small Drainage Program Construction Bid Award (J. Hopkins)	c) Forward to the 06/13/22 Special Consent Agenda	Pg. 23
d) 2022 Annual Small Drainage Program Construction Mgmt. Am No. 1 (J. Hopkins)	d) Forward to the 06/13/22 Special Consent Agenda	Pg. 29
e) Resolution for Six-Year Transportation Improvement Program (2023 – 2028) (C. Knighton)	e) Forward to the 06/13/22 Committee of the Whole and 06/27/21 Special Consent Agenda	Pg. 43
f) Ordinance for NPDES Phase II Municipal Stormwater Permit Requirement (G. Villanueva)	f) Forward to the 06/13/22 Committee of the Whole and 06/27/21 Special Consent Agenda	Pg. 83
g) Gilliam Creek Fish Barrier Removal and Habitat Enhancement Consultant Selection and Agreement (J. Hopkins)	g) Forward to the 06/13/22 Special Consent Agenda	Pg. 115
3. MISCELLANEOUS		

Next Scheduled Meeting: July 18, 2022

 *The City of Tukwila strives to accommodate individuals with disabilities.
Please contact the Public Works Department at 206-433-0179 for assistance.*



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/City Engineer**
 BY: **Brittany Robinson, Grant Analyst**
 CC: **Mayor Allan Ekberg**
 DATE: **May 13, 2022**
 SUBJECT: **Green River Trail Improvements Project**
Project No. 91810403
PSRC Transportation Alternative Program Grant Award and Acceptance

ISSUE

Acceptance of a Transportation Alternative Program (TAP) Grant Award with the Puget Sound Regional Council (PSRC) in the amount of \$989,000 for the Green River Trail Improvements Project.

BACKGROUND

The Green River Trail Improvements Project is the final section of a larger vision to provide safe and equitable access for pedestrians and cyclists from Tukwila Station to the Tukwila Transit Center and greater Southcenter District. This project aligns with other bicycle and pedestrian infrastructure projects, including the Tukwila Urban Center (TUC) Pedestrian-Bicycle Bridge Project, which was completed in 2016; and the related Baker Boulevard Non-Motorized Improvements Project, which was completed in 2018. Due to funding constraints, the construction of the Green River Trail Project was never completed.

DISCUSSION

TAP grant funding is available every other year for cities and counties to build bicycle, pedestrian, and other community-based transportation improvements in the region. On March 25, 2022, the PSRC provided the City with notice of award for \$989,000 in TAP grant funding for the construction phase of the Green River Trail Improvements project. TAP grant funding will complete the final segment of the Green River Trail Improvements project, which intersects with Christensen Road. The project will widen and pave 700 feet of trail, construct a new pedestrian plaza, and add way-finding signs to major destinations, illumination, and security cameras.

The project is fully designed and permitted, and the grant funds will be used exclusively for construction related activities. The Green River Trail project permits were combined with the Tukwila Urban Center (TUC) Pedestrian-Bicycle Bridge Project and are set to expire at the end of year. Construction must be completed by the end of 2022, or new permits will be required, which would increase the project budget and significantly extend the project timeline. Staff will obligate funds to begin construction in August to meet project completion goals.

FINANCIAL IMPACT

The cost to complete the Green River Trail Improvements project is \$1,297,000, which is based off the most recent Engineer's Estimate. The Puget Sound Regional Council is awarding the City \$989,000 and the City match required to complete the project is \$308,000. The 2021-2022 project budget is sufficient to cover the match.

	<u>Cost Estimate</u>	<u>2021-2022 Project Budget</u>
TAP Grant Award	\$989,000	\$308,000
City Match	<u>308,000</u>	
Project Total	\$1,297,000	

RECOMMENDATION

Council is being asked to formally accept the Transportation Alternative Program (TAP) Grant Award with the Puget Sound Regional Council (PSRC) in the amount of \$989,000 for the Green River Trail Improvements Project and consider this item on the Consent Agenda at the June 6, 2022, Regular Council Meeting.

Attachments: 2021 CIP Page 11
Project Vicinity Map
TAP Grant Award Letter

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Green River Trail Improvements** Project No. 91810403

DESCRIPTION: Construct a widened trail section between the west landing of the Southcenter Pedestrian Bridge and the shared use path on Christensen Road. Includes illumination, CCTV, and provides the fiber connection to the Pedestrian Bridge for operation of CCTV and communication to the light controllers and ped/bike counter.

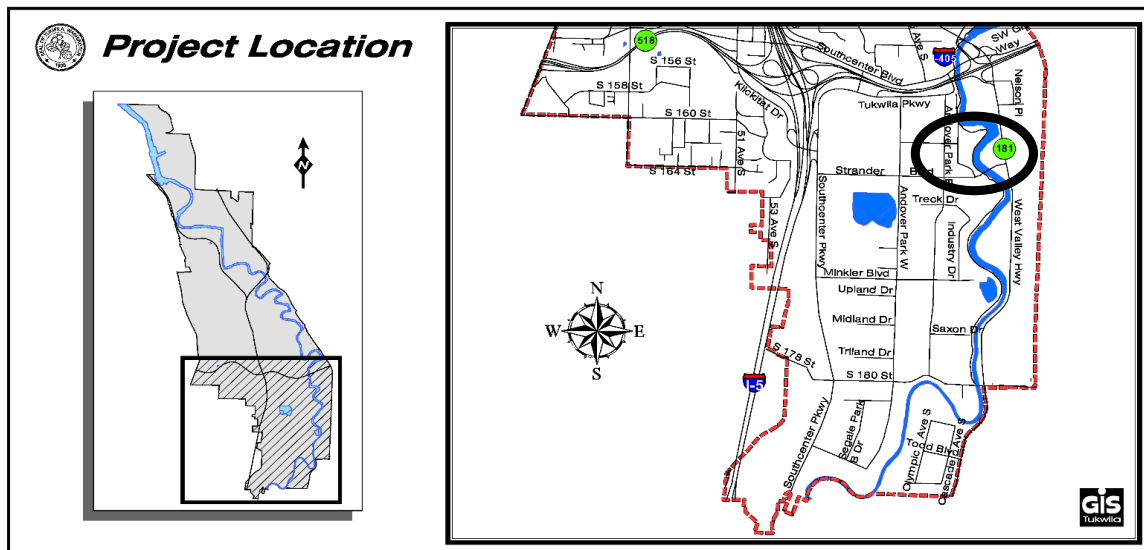
JUSTIFICATION: Wider trail section is needed to accommodate the intermingling of trail and bridge users by providing a wider trail and improved safety features.

STATUS: Designed and permitted as part of the TUC Pedestrian/Bicycle Bridge.

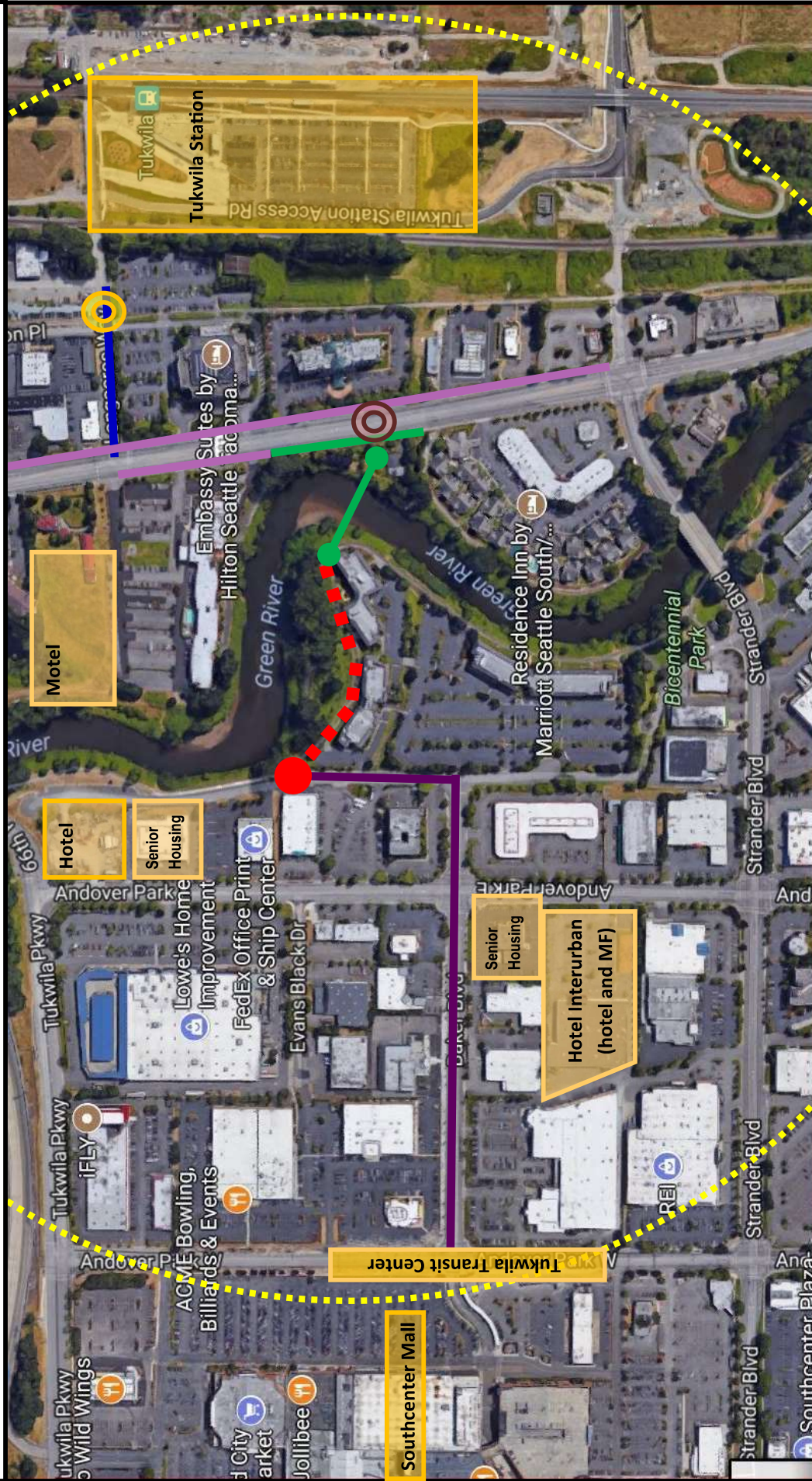
MAINT. IMPACT: Reduced pavement repairs, increased maintenance for illumination and CCTV upkeep.

COMMENT: Project is a subset of the TUC/TOD Ped Imprvmt Project (90710405), the TUC Ped/Bike Bridge Project (90510403) and Baker Blvd Non-Motorized (91610409). All permitting and mitigation was completed as part of the Ped Bridge project. Permitting expires in 2022, delays past this date would need new permit approvals. PSRC grant application in 2018 unsuccessful. Apply for ped/bike grant in 2020.

FINANCIAL (in \$000's)	Through		Estimated								TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND		
EXPENSES											
Design			74							74	
Land (R/W)										0	
Const. Mgmt.				200						200	
Construction				1,000						1,000	
TOTAL EXPENSES	0	0	74	1,200	0	0	0	0	0	1,274	
FUND SOURCES											
Awarded Grant										0	
Proposed Grant			66	900						966	
Mitigation Actual										0	
Traffic Impact Fees										0	
City Oper. Revenue	0	0	8	300	0	0	0	0	0	308	
TOTAL SOURCES	0	0	74	1,200	0	0	0	0	0	1,274	



Green River Trail Connector Project Vicinity and Overview Map



Legend

- ■ ■ ■ ■ **PROPOSED PROJECT: Green River Trail Improvements**
- Baker Blvd Non-Motorized Improvements (completion 5/18)
- TUC Pedestrian/Bicycle Bridge (completion 12/16)
- West Valley Highway 2-way Cycle Track (construction 2022)
- ● — West Valley Highway NB Thru Lane + Sidewalks (Construction 2022)
- Pedestrian Signal (Construction 2022)
- - - - - Rectangular Rapid Flashing Beacon (Construction 2022)
- Half Mile Radius



Puget Sound Regional Council

1011 WESTERN AVENUE, SUITE 500 ||| SEATTLE, WA 98104-1035 ||| psrc.org ||| 206-464-7090

March 24, 2022

The Honorable Allan Ekberg
City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

Dear Mayor Ekberg:

Congratulations! The Puget Sound Regional Council has selected the following project to receive Transportation Alternatives program funding.

PROJECT	AWARD AMOUNT	FUNDING DEADLINE
Green River Trail Connector Project	Construction \$989,000	June 1, 2023

Your project was one of 9 projects that were approved by PSRC's Executive Board in March 2022 to receive a total of \$13.5 million in federal funding. There is strong demand for resources to build bicycle, pedestrian and other community-based transportation improvements in the region. During this round of funding, PSRC received a total of 27 applications requesting approximately \$37 million.

Securing federal transportation funding for communities in the region is one of the most important responsibilities of the Puget Sound Regional Council. Through our merit-based project selection process, PSRC ensures that federal transportation funds are put to work on priority projects that meet local needs and help achieve the region's long-term goals for transportation, economic development and growth planning.

We appreciate your leadership and great work by your staff to help this project succeed. Together we're building a better system that provides transportation choices and enhances communities. I look forward to continuing to partner with you on efforts to help the region thrive for the long term.

Warm regards,

Josh Brown
Executive Director
Puget Sound Regional Council

cc: Hari Ponnekanti, Public Works Director
Britanny Robinson, Grant Analyst



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Deontae Elder, Transportation Project Manager**
Adib Altallal, Utilities Engineer
 CC: **Mayor Allan Ekberg**
 DATE: **June 3, 2022**
 SUBJECT: **2022 Overlay and Repair Program**
Project No. 80010401, Contract No. 21-187
Amendment No. 2 for Design & Construction Management Services

ISSUE

Execute Amendment No. 2 to contract 21-187 with KPG, Inc. (KPG) to provide design and construction management services for the 2022 Overlay and Repair Program.

BACKGROUND

The Overlay and Repair Program preserves and maintains the street structure in a safe and useable state by resurfacing streets before failure. Each year various sections of roadway throughout the City are designed and constructed for asphalt overlay.

On December 6, 2021, the Council approved the contract with KPG to provide engineering design services for the 2022 Overlay and Repair Project. KPG was selected as the best firm to meet the project requirements from a short-list of firms selected from the current MRSC.

DISCUSSION

This contract amendment will add construction management services to KPG’s existing contract. KPG will provide field engineering, inspection, technical support, submittal review, contractor communications (RFIs) and coordination, documentation compliance, materials testing and record drawing production.

KPG will also add design services and construction support for the pavement restoration at the southeast corner of Tukwila Parkway & Andover Park W due to a water main break that took place on March 30th, 2022. During that event, a 10” water main failed at the southeast corner of Tukwila Parkway & Andover Park W causing damage to the roadway and sidewalk.

FISCAL IMPACT

KPG has provided Contract Amendment No.2 for \$265,988.00, which includes the overlay construction management (\$199,389.00) and the watermain break repairs (\$66,599.00). The Overlay and Repair Program and ADA Improvements project budgets are sufficient to cover the costs of the overlay construction management. The watermain break repair will be funded from the water enterprise fund.

	<u>Contract Amount</u>		<u>2022 Budget</u>
Design Contract	\$149,400.00	Overlay & Repair CIP	\$350,000.00
Amendment No. 1	35,000.00	ADA Improvements CIP	35,000.00
Amendment No. 2	<u>265,988.00</u>	Water Enterprise Fund	<u>66,599.00</u>
Total	\$450,388.00		\$ 451,599.00

RECOMMENDATION

Council is being asked to approve Amendment No. 2 to Contract No. 21-187 for construction management services, design services, and construction support with KPG, Inc. in the amount of \$265,988.00, and to consider this item on the Consent Agenda at the June 13, 2022 Special Council Meeting.

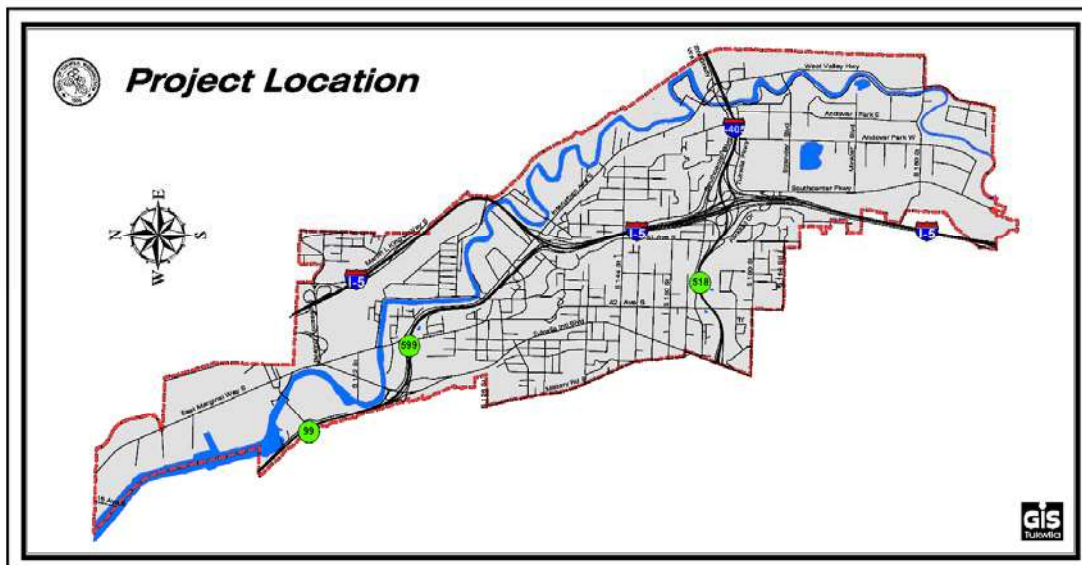
CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: **Annual Overlay and Repair Program** Project No. 9xx10401

DESCRIPTION: Select, design and construct asphalt and concrete pavement overlays of arterial and residential streets.
JUSTIFICATION: Preserve and maintain the street structure in a safe and useable state by resurfacing before failure which also minimizes costs. Some individual sites may be coordinated with water, sewer, and surface water projects.
STATUS: Each year various sections of roadway throughout the City are designed and constructed for asphalt overlay.
MAINT. IMPACT: Reduces annual maintenance.
COMMENT: Ongoing project. Only one year actuals shown in first column.

FINANCIAL (in \$000's)	Through Estimated									TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026	BEYOND	
EXPENSES										
Design	209	190	150	150	150	150	150	150	150	1,449
Land (R/W)										0
Const. Mgmt.	121	15	200	200	200	200	200	200	200	1,536
Construction	1,224	312	1,050	1,050	1,050	1,050	1,150	1,150	1,300	9,336
TOTAL EXPENSES	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Mitigation Expected										0
City Oper. Revenue	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321
TOTAL SOURCES	1,554	517	1,400	1,400	1,400	1,400	1,500	1,500	1,650	12,321



CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2023 to 2028

PROJECT: **Americans with Disabilities Act (ADA) Improvements** Project No. 91510405

DESCRIPTION: Construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.

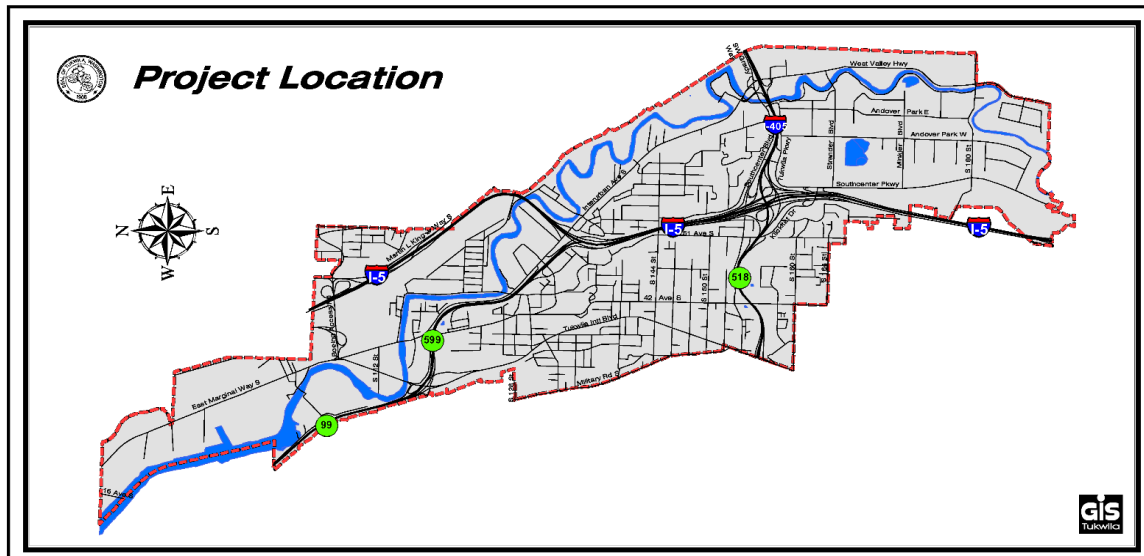
JUSTIFICATION: The enforcement of ADA laws and standards was delayed pending legal challenges and studies. Recent court rulings now mandate ADA compliance. The City must provide upgrades with most construction projects.

STATUS: Provide annual funding to construct improvements as necessary. Began the ADA Transition Plan in 2016 with adoption in 2017. The goal is to resolve ADA compliance issues within a reasonable time period.

MAINT. IMPACT: Negligible.

COMMENT: Project will be ongoing until City facilities and infrastructure meet ADA requirements. This will also include ADA compliance by utilities and private development.

FINANCIAL (in \$000's)	Through 2021	Estimated 2022	2023	2024	2025	2026	2027	2028	BEYOND	TOTAL
EXPENSES										
Design	231		5	5	5	5	5	5	5	266
Land (R/W)										0
Const. Mgmt.	25		5	5	5	5	5	5	5	60
Construction	103		25	25	40	40	40	40	40	353
TOTAL EXPENSES	359	0	35	35	50	50	50	50	50	679
FUND SOURCES										
Awarded Grant										0
Proposed Grant										0
Mitigation Actual										0
Traffic Impact Fees										0
City Oper. Revenue	359	0	35	35	50	50	50	50	50	679
TOTAL SOURCES	359	0	35	35	50	50	50	50	50	679





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number:

CONTRACT FOR SERVICES

Amendment # 2

Between the City of Tukwila and KPG Psomas Inc.

That portion of Contract No. 21-187 between the City of Tukwila and KPG Psomas Inc. is hereby amended as follows:

Article 2. Scope of Services, shall be amended with the following:

The Consultant agrees to provide the services in accordance with the scope of work included in the attached Exhibit A (Emergency Repair) and Exhibit B (Overlay Construction Services).

Article 4. Payment, shall be modified as follows:

An estimated budget for work provided by the consultant is included as Exhibit C and D, attached hereto, provided that the total amount of payment to the Consultant under this agreement shall not exceed **\$450,388.00** (Orig PSA \$149,400.00 + Amend 1 for \$35,000.00 + this Amend 2 for **\$265,988**) without express written modification of the Agreement signed by the City.

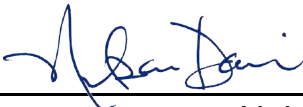
All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 20_____.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor



Printed Name: Nelson Davis

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O'Flaherty, MMC, City Clerk

Office of the City Attorney

EXHIBIT A
City of Tukwila
2022 Tukwila Parkway Emergency Repair
Scope of Work
April 18, 2022

This scope of work is for the restoration of the southeast corner of Tukwila Parkway and Andover Park W.

The Consultant shall provide survey and develop a basemap for the identified area, conduct subsurface investigations, prepare preliminary design and bid documents and provide support during bidding and construction. Anticipated project elements include: subgrade, pavement, sidewalk and curb ramp assessment and reconstruction, retrofits to the existing signal system to ensure signal and push button pole stability, and channelization and signing restoration. The exact limits of repairs will be determined in the field in collaboration with the City. The assumed restoration limits are shown in the attached map.

SCOPE OF WORK

TASK 1 – Basemapping and Subsurface Investigation

- 1.1 The Consultant shall survey the project area in enough detail to ensure that grading and drainage conditions are restored and that curb ramp and pedestrian facilities can be reconstructed according to current ADA standards. The Consultant shall incorporate existing data from past projects in the area (if available).
- 1.2 Falling Weight Deflectometer (FWD) testing shall be performed to determine the current subsurface conditions and identify areas of needed repair. The FWD testing will be performed within the intersection and 100 ft down each leg.

The Consultant shall hire a subcontractor to perform up to three (3) potholes to assess the subgrade conditions at and around the signal pole foundation.

Based on the results of the potholing and subsurface investigation, the Consultant will determine if a structural consultation is needed along with the need for relocation of the existing signal pole.

TASK 2 – Design

2.1 Preliminary Design

The Consultant shall prepare 30% plans, cost estimate and a draft design memo documenting the exploration finding and the restoration needs and limits for City review and comment.

The plans shall provide sufficient level of detail to clearly identify the required restoration improvements and limits. Design elements will include roadway and sidewalk restoration limits and proposed sections. ADA ramp placement and evaluation of MEF design, channelization and signing restoration, and locations of signal features including the pedestrian signal pole & pushbuttons, 3 new junctions boxes and the signal pole (if required).

2.2 Final Design

The Consultant shall prepare 90% plans, specifications and cost estimates. The Consultant shall address the City's 30% plan comments and develop the 90% design. Intersection layout and elevations tables will be added, curb ramp details will be further developed and the signal design will include details and wiring diagrams. Project specification will be developed using the most recent City of Tukwila boilerplate, current WSDOT standard specifications and applicable APWA GSPs. The cost estimate will be updated using current bid prices. The design memo will be updated accordingly.

The Consultant shall prepare bid documents based on 90% City comments and finalize the plans, specifications and cost estimate.

Plan sheets for this project are anticipated to be as follows:

- Cover
- Details (2)
- Site Preparation
- Intersection Plan
- Curb ramp details
- Signal plan
- Signal details

Total Sheets = 8

For the initial scoping efforts, it is assumed that the signal pole foundation will not need to be replaced, and that the extent of work around the signal pole will be restoration and compaction of subgrade materials. If during the exploration phase, it is determined that the signal pole foundation requires replacement, additional design efforts will be required.

TASK 3 – Bid and Construction Phase Support

- 3.1 The Consultant shall provide necessary coordination and support as directed by the City during the bidding and construction phases.

Management Reserve

Management reserve will be used to address additional work for signal design (if necessary) or other potential unforeseen additions as mutually agreed upon by the City and the Consultant. No work will be completed without prior written authorization from the City. A fee estimate will be developed at the time the work is requested.

PROJECT LOCATION MAP:

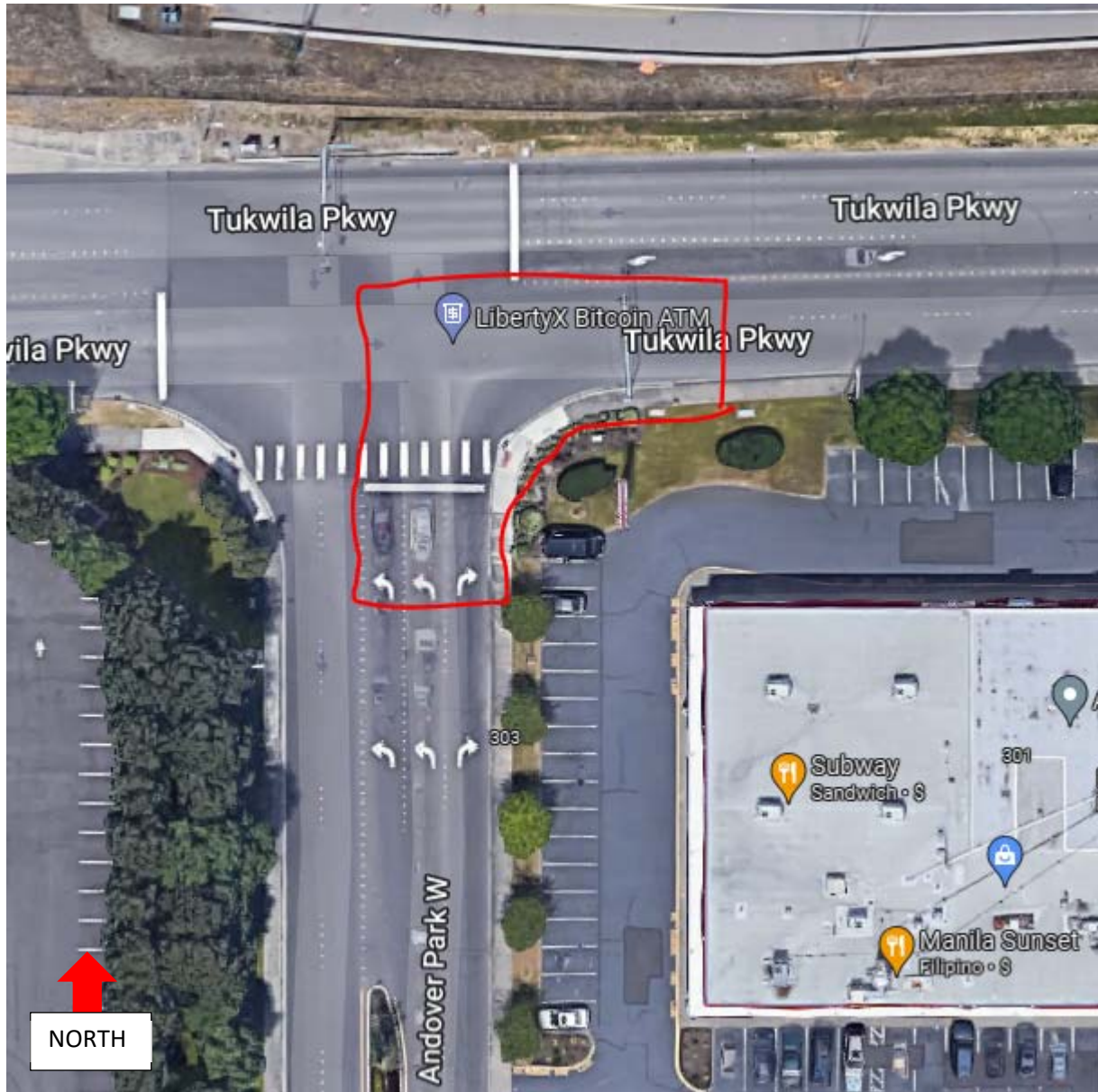


EXHIBIT B

Construction Management Services

Scope of Work

May 2022

City of Tukwila

2022 Overlay Program

City Project Number: 80010401

KPG Project Number: 21148

KPG Psomas (Consultant) will provide construction management services for the construction contract to complete the City of Tukwila 2022 Overlay Program project. The proposed work includes:

Site 1: *Adjacent paving sites along Orillia Rd S, S 140th St, S 141st St, S 142nd St, and 37th Ave S.*

Site 2: *Intersection of S 144th St & 46th Ave S*

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of **60 working days**.
- The **proposed project team** will include a part time Project Manager (0.5 hours a week) part time Resident Engineer (20 hours a week), one full time Construction Inspector (45 hours a week), a part time Documentation Specialist (20 hours a week), and one part time Project Engineer from KPG Psomas's design team to review submittals and interpret Contractor inquiries, as needed (30 total hours). The team also includes a sub-consultant to provide services for materials testing and construction site observation to satisfy Tukwila Municipal Codes for work within certain soil classifications.
- City will review and execute the insurance, bonds, and the Construction Contract.
- Consultant will coordinate during audits or traffic control operations related to project impacts and help the City to complete any other required correspondence with outside agencies.
- The City will work with the Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- KPG design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.

EXHIBIT B

- Consultant services will be performed in accordance with the WSDOT Construction Manual, Contract plans & special provisions, and City of Tukwila engineering standards.
- The franchise Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary.
- Coordination of construction with franchise utilities, if any, will be done by City Contractor. Consultant will help facilitate coordination between utilities and Contractor as needed or requested by City.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the City of Tukwila receives a successful review by any outside agency including state audits at the end of the Project.

TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1 Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2 Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress reports to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 **Assist City with Award Process:** Review bid tabs for unbalanced items, inspect bid package for completeness, conduct reference and debarment checks through SAM system, and recommend award of lowest responsive bidder.
- 2.2 **Administrative Services up to Contractor Notice to Proceed (NTP):** KPG Psomas will provide support startup of the project with any miscellaneous administrative needs as further detailed below:
 - a. **Preconstruction (PreCon) Photos:** KPG Psomas staff shall collect and log a comprehensive set of precon photos, prior to City Contractor mobilizing to the site, for the purpose of documenting pre-existing site conditions. These shall be delivered to the City in digital form as part of the final project files.
 - b. **Review Plans and Specs:** KPG Psomas staff shall familiarize themselves with all plans, specs, and City standards that will be incorporated into this project, in order to familiarize themselves with project limits, elements of work to be performed, measurement and payment, and other project-specific considerations, prior to the first working day.

EXHIBIT B

- c. **Prepare Hard and Electronic Files:** The Consultant will prepare all electronic and hard copy files in preparation for the project. SharePoint will not be utilized on this contract.
- d. **Prepare Record of Materials (ROM):** Consultant shall modify WSDOT-provided ROM, to align with LAG manual exceptions and to improve ease of use by all project parties. In the absence of a WSDOT-provided ROM, KPG Psomas can generate a ROM from scratch, however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.
- e. **Preconstruction Conference:** KPG Psomas will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City's offices or via an on-line platform of the City's choice. The Consultant's team will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. KPG Psomas will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc. At the Preconstruction conference, the Consultant shall help facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, any unusual conditions, State and local requirements and any other items that will result in better project understanding among the parties involved.
- f. **Prepare Templates:** KPG Psomas will pre-populate all electronic forms, either Consultant or City provided, in preparation for contract administration. This includes pay estimate templates, weekly working days statements, inspector daily reports, change management tracking templates, etc.
- g. **Utility Coordination:** Consultant will assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc.

Deliverables:

- Preconstruction conference meeting minutes
- Pre-construction Photos

TASK 3 – CONSTRUCTION SERVICES - FIELD

3.1 Construction Observation: The Consultant will provide one (1) inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the work is being conducted in compliance with the Contract Documents per City, WSDOT,. Consultant will make IDR's available to the City by Friday of the same work week upon request.

The Inspector may perform the following duties as a matter of his daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT Standard Specifications.

EXHIBIT B

- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and KPG.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Support the Contractor's communication and responsibilities to answer questions from property owners and the general public as needed.
- viii. Monitor compliance of approved permits per the project specifications, if applicable.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the plans and specifications.
- x. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take digital photographs during the course of construction, and record locations.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.
- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. KPG Psomas does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single 24-hour period this will constitute two working days. Consultant's hours for inspection are based on one shift for number of working days allowed per Contract.
- Assumption is if Contractor is working at multiple sites within the City of Tukwila, the Consultant will split their time at the multiple locations and prioritize what location to be at for observation.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the client, as detailed in the Contract Documents.

3.2 Material Testing – Coordination & Tracking: The inspector shall coordinate with the Contractor and the material testing firm to schedule testing of materials in the field to ensure they meet specifications per contract requirements. The cost for this effort is included in Task 3.1.

EXHIBIT B

3.3 Construction Inspection Nights: Consultant shall support nighttime shifts with onsite observation, as required to match Contractor's schedule. An assumed 10 night shifts at 12-hours each is included in the budget.

Deliverables:

- Daily Construction Reports with project photos.
- Field Note Records for all field-measurable pay items.
- Review material test reports for compliance.

TASK 4 – CONSTRUCTION SERVICES – OFFICE

4.1 Construction Management Office Support: Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:

- a. Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- b. Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
- c. Submittals:** Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Submittals shall be logged and tracked by Consultant.
- d. Requests for Information (RFI):** Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.
- e. Weekly Meetings:** Consultant will lead weekly meetings. Consultant will prepare agenda for City review and distribute meeting minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.
- f. Change Orders:** The Consultant will develop change orders and the Consultant will provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. The City will approve all change orders before being fully executed. Each change order will be executed in accordance with WSDOT Standard Specifications.
- g. Field Work Directives:** The Consultant will prepare field work directives as necessary to keep the Contractor on schedule.
- h. Force Account:** The Consultant will track Contractor force account labor, equipment and materials. All force account calculations will be verified by the City and double checked by the Consultant. The City shall have final authority to approve any Force Account work prior to agreement with the Contractor.

EXHIBIT B

- i. **Schedule Review:** Consultant shall perform review of initial Contractor provided CPM for conformance with the Contract Documents. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and City. Consultant will provide one (1) intermediate review of Contractor's updated schedule and compare with field-observed progress and duration of the project.
 - j. **Lump Sum Breakdown:** Consultant shall evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated.
 - k. **Monthly Pay Requests:** Consultant shall prepare monthly requests for Contractor payment based on field note records prepared by Consultant field inspector in accordance with contract documents.
 - l. **Weekly Statement of Working Days:** Consultant shall prepare, and issue weekly statement of working day report each week to the Contractor and City for review and approval. Weekly statement of working days will be based on field inspection reports provided by Consultant.
 - m. **Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG's subcontractor logs.
- 4.2 Certified Payroll:** The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements. Any discrepancies will be brought to the Contractor and City.

Deliverables:

- Approved Submittals and Submittal log
- Responded RFIs and RFI Log
- Weekly Meeting minutes
- Fully-executed Change Orders and Field Work Directives, with Change Management Log
- Force Account Documentation and Tracking Log
- Fully-executed Monthly Progress Payments
- Subcontractor Packets
- Weekly Statements of Working Days
- Certified Payroll Tracking Log (hard copy binder not included)
- Contractor-generated As-builts, if required by Contract

EXHIBIT B

- All other project documentation generated during the course of project construction duration.

TASK 5 – PROJECT CLOSEOUT

5.1 Closeout Office Support: Consultant shall assist with generation of closeout documentation and pursuit of successful project final completion, as detailed below:

- a. Substantial Completion Letter:** Following full and unrestricted use of the project status being obtained by the Contractor and agreed to by the City, Consultant shall draft Substantial Completion Letter on City letterhead, for issuance to Contractor.
- b. Physical Completion Letter:** Following completion of all punch list work verified by the Consultant and any stakeholders required the Consultant shall prepare physical completion letter to the Contractor and the City shall issue the final contract voucher.
- c. Final Pay Estimate:** Consultant shall prepare final payment estimate, along with any final quantity adjustments needed to existing bid items, for issuance to Contractor, in conjunction with the final contract voucher, issued by the City.

5.2 Closeout Inspection and Punchlist: Consultant shall assist in a punchlist walkthrough with Contractor, City staff, and any other necessary agencies for the purposes of developing a final project punchlist. The Consultant shall assemble walkthrough comments and provide the preliminary list to the City for concurrence, prior to issuing the list to the Contractor. On notification of completion of the punchlist, Consultant shall perform a final walkthrough to confirm satisfactory completion of all items on the list and shall note any remaining discrepancies. Subsequent project walkthroughs are beyond the scope of this agreement, but will be accommodated should the request be made by the City, and sufficient remaining budget allows.

5.3 Certified Payroll Closeout: Consultant shall attempt to ensure that all certified payrolls and affidavits of wages paid are current and complete at the time of project physical completion. This will include regular checks of the L&I portal and frequent reminders to the Contractor to provide any missing information in a timely manner. As the task of gathering the final documentation from Contractors and their Subcontractors can sometimes be an extended process, outside the control of the City or Consultant, after 8 weeks post-physical completion, the Consultant shall perform a final status update of the CP tracking log, along with memos to file of any missing documentation, and shall hand off the remaining verification process to the Client.

5.4 Prepare Documentation to Deliver to City: Consultant shall perform QA/QC on all project documentation deliverables as outlined in Task 4.1, as well as any documentation generated in the course of completion of Task 5, and shall transfer all project documents to the City for permanent storage.

- Substantial Completion Letter
- Physical Completion Letter
- Final Payment Invoice
- Project Punchlist
- Final Project Documents

EXHIBIT B

TASK 7 – SUBCONSULTANTS

7.1 Material Testing: A third party subconsultant will be retained by KPG Psomas to provide material testing and construction observation services. All testing will be done in accordance with LAG Manual and WSDOT Construction Manual, or at a desired frequency as-directed by the City’s project manager.

TASK 8 – ADDITIONAL SERVICES

8.1 Management Reserve: Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based 40 working day contract, with 10 additional reduced-effort days for startup and 20 additional reduced-effort days for closeout, for a total of 70 days / 14 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$135.00 = \$1,080.00)

EXHIBIT C
PRIME CONSULTANT COST COMPUTATIONS
City of Tukwila
Tukwila Parkway Emergency Repair
April 2022

Task No.	Task Description	Labor Hour Estimate								Total Hours and Labor Fee Estimate by Task	
		Engineer Manager	Senior Engineer	Project Engineer II	Design Engineer	Survey Crew I (W/Equip)	Project Surveyor	Senior CAD Technician	Senior Admin	Hours	Fee
		260	213	155	132	249	164	134	112		
Task 1- Basemapping and Subsurface Investigation											
1.1	Survey and Basemapping	2	1	4	8	8	8			31	\$5,713.00
1.2	Subsurface Investigation (see Reimburseables Below)			6	4					10	\$1,458.00
Task 2- Design											
2.1	Preliminary Design	2	4	24	32				2	64	\$9,540.00
2.2	Final Design	4	8	48	48			16	2	126	\$18,888.00
Task 3- Bid and Construction Phase Support											
3.1	Coordination and Construction support	2	4	20	4					30	\$5,000.00
Total Labor Hours and Fee		10	17	102	96	8	8	16	4	261	\$40,599.00
										Management Reserve	\$5,000.00
Reimbursable Direct Non-Salary Costs											
										Subconsultant Budget (HWA Geosciences)	\$ 13,000.00
										Additional Geotechnical Allowance	\$ 3,000.00
										Pothole Allowance	\$ 5,000.00
										Total Reimbursable Expense	\$ 21,000.00
										Total Estimated Budget	\$ 66,599.00

EXHIBIT D

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

Project: 2022 Small Drainage Program CM Services

KPG Psomas Inc. PROJECT NUMBER: 21148

40 working days + 2 week startup and 4 weeks closeout

DATE: 5/13/2020

Task No.	Task Description	Labor Hour Estimate											Total Hours and Labor Fee Estimate by Task		
		Project Engineer II	Senior Construction Manager	Resident Engineer	Senior Construction Observer	Construction Observer III	Construction Observer II	Construction Observer I	Document Control Specialist	Senior Admin	Office Admin	Office Assistant	Hours	Fee	
		172	245	142	212	143	126	101	134	130	98	82			
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION															
1.1	Project Management and Administrative Services		10								10			20	\$ 3,750.00
1.2	Prepare, review and submit monthly expenditures		3								3			6	\$ 1,125.00
	Task Total	0	13	0	0	0	0	0	0	0	13	0	0	26	\$ 4,875.00
Task 2 - Assist City with the Award Process															
2.1	Assist City with Award Process										8			8	\$ 1,072.00
2.3	Administrative Services up to Contractor Notice to Proceed		2	34			20				42			98	\$ 13,466.00
	Task Total	0	2	34	0	0	20	0	50	0	0	0	0	106	\$ 14,538.00
Task 3 - Construction Services - Field. NTP to Project Closeout. (8 Weeks)															
5.1	Const. Inspection (9 hrs/day for inspection & reports - 40 days)						450							450	\$ 56,700.00
5.2	Weekly Construction Meetings													0	\$ -
5.3	Construction Inspection Nights (12 hours a night - 10 Nights)						120							120	\$ 15,120.00
	Task Total	0	0	0	0	0	570	0	0	0	0	0	0	570	\$ 71,820.00
Task 4 - Construction Services - Office (8 Weeks)															
4.1	Construction Management Office Support	30		240					220					490	\$ 68,720.00
4.2	Certified Payroll Reviews and Tracking								20					20	\$ 2,680.00
	Task Total	30	0	240	0	0	0	0	240	0	0	0	0	510	\$ 71,400.00
Task 5 - Project Closeout (4 Weeks)															
5.1	Closeout Office Support			40					30					70	\$ 9,700.00
5.2	Closeout Inspection and Punchlist						16							16	\$ 2,016.00
5.3	Certified Payroll Closeout								15						\$ 2,010.00
5.4	Prepare Documentation to Deliver to City								35					35	\$ 4,690.00
	Task Total	0	0	40	0	0	16	0	80	0	0	0	0	121	\$ 18,416.00
Task 7 - Materials Testing															
7.1	Subcontract with Material Tester (LS Estimate)													0	\$ 9,500.00
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	0	\$ 9,500.00
Task 8 - Management Reserve															
8.1	Upon City Authorization Only			20			20		20					60	\$ 8,040.00
	Task Total	0	0	20	0	0	20	0	20	0	0	0	0	60	\$ 8,040.00
	Total Labor Hours and Fee	5,160	3,675	47,428	0	0	78,876	0	52,260	1,690	0	0	0	1,393	\$ 198,589.00
Reimbursable Direct Non-Salary Costs															
														Mileage at current IRS rate	\$ 800.00
														Reproduction Allowance	\$ -
														Total Reimbursable Expense	\$ 800.00
														Total Estimated Budget	\$ 199,389.00



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Joshua Hopkins, Surface Water Project Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **June 3, 2022**
 SUBJECT: **Surface Water Fund - 2022 Annual Small Drainage Program**
Project No. 80041201
Construction Bid Award

ISSUE

Award a contract to Titan Earthwork, LLC for construction of the 2022 Annual Small Drainage Program.

BACKGROUND

The Small Drainage Program constructs drainage projects throughout the City that are too large for City staff to complete but are smaller than a typical capital improvement project. The projects originate from citizen complaints and maintenance staff recommendations and are compiled on the Small Drainage Project List. Each year the projects are prioritized based on need, expense, permitting requirements, and length of time on the list. The highest priority projects are then designed and constructed. The 2022 Annual Small Drainage Program was advertised to provide drainage improvements at two locations as noted in the attached vicinity map.

DISCUSSION

The 2022 Annual Small Drainage Program was advertised for bids on May 10 and May 17, 2022. Seven bids were received and opened on May 24, 2022. The bids were checked, tabulated, and no errors were found. Titan Earthwork, LLC is the apparent low bidder with an overall bid of \$547,980.00. The engineer’s estimate was \$556,440.00. Titan Earthwork, LLC has contracted with the City on previous projects and done satisfactory work.

BUDGET AND BID SUMMARY (All amounts include sales tax)

The project construction budget of \$700,000 is sufficient to cover the costs for the contract with contingency. The project is funded through the Surface Water Enterprise Fund.

	<u>Bid Results</u>	<u>Engineer’s Estimate</u>	<u>2022 Budget</u>
Contract	\$ 547,980.00	\$ 566,440.00	\$ 700,000.00
Contingency (10%)	<u>54,798.00</u>		
Total	\$ 602,778.00		

RECOMMENDATION

Council is being asked to award the construction contract for the 2022 Annual Small Drainage Program to Titan Earthwork, LLC in the amount of \$602,778.00 and consider this item on the Consent Agenda at the June 13, 2022, Special Council Meeting.

ATTACHMENTS: 2021 CIP, page 78
 Vicinity Map
 Bid Tabulation Certification
 Recommendation of Award Letter

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Annual Small Drainage Program

Project No. 9xx41201
81241207

DESCRIPTION: Select, design, and construct small drainage projects throughout the City.

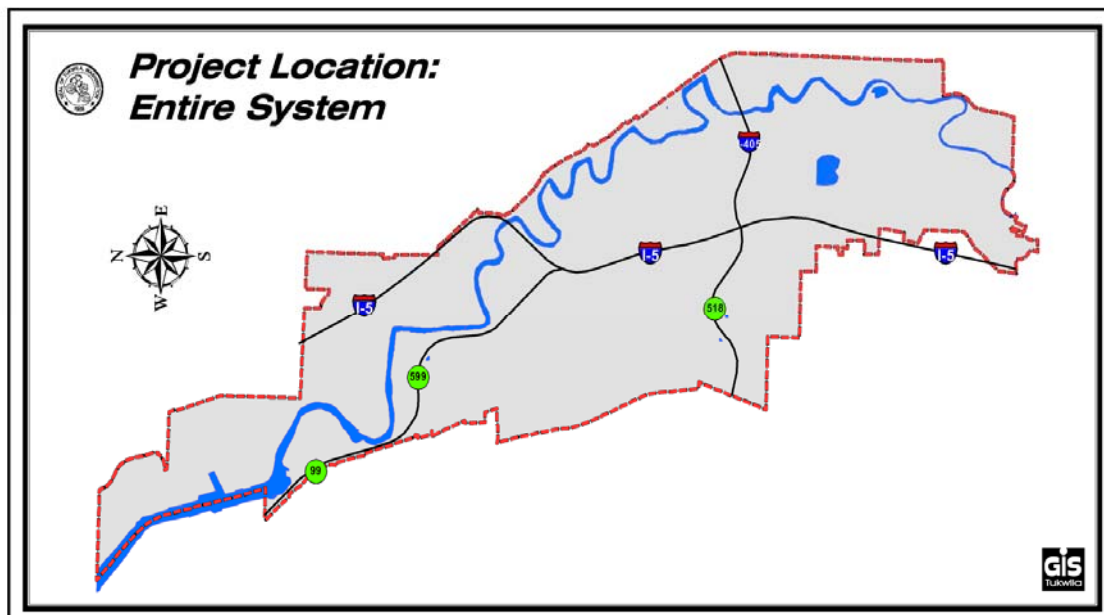
JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

STATUS: Projects for this annual program are taken from Small Drainage Project List.

MAINT. IMPACT: Reduces maintenance.

COMMENT: Ongoing project, only one year shown in first column. Construction expenses may occur over two calendar years.

FINANCIAL (in \$000's)	Through Estimated		2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
	2019	2020								
EXPENSES										
Design	74	92	100	100	100	100	110	110	80	866
Const. Mgmt.	40	68	100	100	100	100	110	110	80	808
Construction	108	515	700	700	700	700	750	750	513	5,436
TOTAL EXPENSES	222	675	900	900	900	900	970	970	673	7,110
FUND SOURCES										
Awarded Grant										0
Proposed Grant	65									65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	157	675	900	900	900	900	970	970	673	7,045
TOTAL SOURCES	222	675	900	900	900	900	970	970	673	7,110



2022 SMALL DRAINAGE PROGRAM

PROJECT NO. 80041201

MAYOR

ALLAN EKBERG

DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

HARI PONNEKANTI, P.E.

CITY COUNCIL

THOMAS McLEOD, PRESIDENT

KATHY HOUGARDY

DE'SEAN QUINN

KATE KRULLER

CYNTHIA DELOSTRINOS JOHNSON

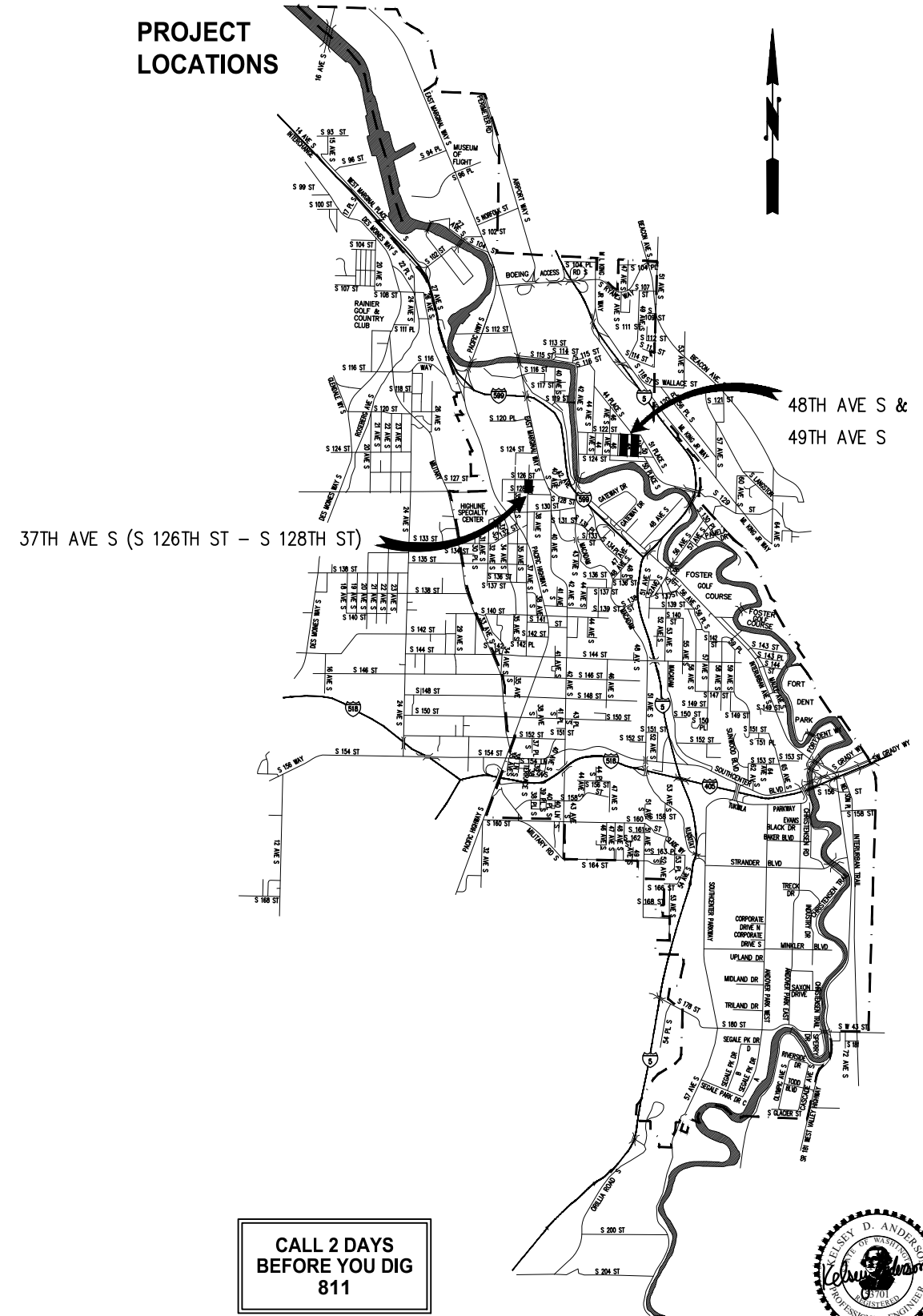
TOSH SHARP

MOHAMED ABDI

SCHEDULE OF DRAWINGS

SHEET NO.	TITLE
1	COVER
2	LEGEND & ABBREVIATIONS
3-4	DETAILS
5	48TH AVE S STA 20+00 – STA 24+00 – STORMWATER PLAN AND PROFILES
6	48TH AVE S STA 24+00 – STA 27+15 – STORMWATER PLAN AND PROFILES
7	49TH AVE S STA 30+00 – STA 34+00 – STORMWATER PLAN AND PROFILES
8	49TH AVE S STA 34+00 – STA 37+15 – STORMWATER PLAN AND PROFILES
9	37TH AVE S STA 10+00 – STA 14+50 – STORMWATER PLAN AND PROFILES

PROJECT LOCATIONS



CITY OF TUKWILA

K:\PROJECTS\TUKWILA\22003-2022 Tukwila Small Drainage Program\DESIGN\Drawings\Contract\22003COV.dwg 5/5/2022 2:05 PM



PUBLIC WORKS DEPT.

*ENGINEERING*STREETS*WATER*SEWER*BUILDING*

	by	date
designed	JF	05/22
drawn	JF	05/22
checked	KDA	05/22
proj eng		
proj dir		
field bk no		



Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

BID DOCUMENTS

2022 SMALL DRAINAGE PROGRAM

COVER

no	date	revisions

1
9

file no 22003COV.DWG
scale
05/05/2022



2022 Annual Small Drainage Project 99830105
 Certified Bid Tab

No.	Item	Unit	Qty	Engineer's Estimate		Titan Earthwork, LLC		B&B Utilities		Rodarte Construction, Inc.		HCON Incorporated		Northwest Cascade, Inc.		R.W. Scott Construction Co.		Harkness Construction, LLC	
				Unit Cost	Total Cost	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Roadway																			
1	Minor Changes	EST	1	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
2	Record Drawings (Minimum Bid \$1,500)	LS	1	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$7,500.00	\$7,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00
3	Mobilization	LS	1	\$65,000.00	\$65,000.00	\$54,000.00	\$54,000.00	\$52,500.00	\$52,500.00	\$52,000.00	\$52,000.00	\$53,000.00	\$53,000.00	\$63,330.50	\$63,330.50	\$70,000.00	\$70,000.00	\$72,000.00	\$72,000.00
4	Project Temporary Traffic Control	LS	1	\$65,000.00	\$65,000.00	\$32,600.00	\$32,600.00	\$25,000.00	\$25,000.00	\$40,000.00	\$40,000.00	\$52,500.00	\$52,500.00	\$64,500.00	\$64,500.00	\$60,000.00	\$60,000.00	\$10,000.00	\$10,000.00
5	Clearing and Grubing	LS	1	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00	\$24,500.00	\$24,500.00	\$4,000.00	\$4,000.00	\$10,700.00	\$10,700.00	\$22,779.00	\$22,779.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
6	Removal of Structure and Obstruction	LS	1	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00	\$5,000.00	\$5,000.00	\$35,500.00	\$35,500.00	\$26,050.00	\$26,050.00	\$4,200.00	\$4,200.00	\$11,500.00	\$11,500.00
7	Pavement Removal Incl. Haul	CY	150	\$50.00	\$7,500.00	\$165.00	\$24,750.00	\$25.00	\$3,750.00	\$90.00	\$13,500.00	\$150.00	\$22,500.00	\$97.00	\$14,550.00	\$65.00	\$9,750.00	\$90.00	\$13,500.00
8	Unsuitable Foundation Excavation Incl. Haul	CY	18	\$75.00	\$1,350.00	\$50.00	\$900.00	\$50.00	\$900.00	\$100.00	\$1,800.00	\$100.00	\$1,800.00	\$54.00	\$972.00	\$80.00	\$1,440.00	\$120.00	\$2,160.00
9	Shoring or Extra Excavation Cl. B	SF	450	\$8.00	\$3,600.00	\$1.00	\$450.00	\$1.00	\$450.00	\$2.50	\$1,125.00	\$1.00	\$450.00	\$4.00	\$1,800.00	\$4.00	\$1,800.00	\$25.00	\$11,250.00
10	Crushed Surfacing Top Course	TN	830	\$40.00	\$33,200.00	\$60.00	\$49,800.00	\$18.00	\$14,940.00	\$60.00	\$49,800.00	\$25.00	\$20,750.00	\$65.00	\$53,950.00	\$60.00	\$49,800.00	\$90.00	\$74,700.00
11	HMA Cl. 3/8" PG 58H-22	TN	160	\$160.00	\$25,600.00	\$330.00	\$52,800.00	\$200.00	\$32,000.00	\$300.00	\$48,000.00	\$250.00	\$40,000.00	\$352.00	\$56,320.00	\$300.00	\$48,000.00	\$200.00	\$32,000.00
12	HMA Berm	LF	290	\$25.00	\$7,250.00	\$3.50	\$1,015.00	\$34.00	\$9,860.00	\$12.00	\$3,480.00	\$25.00	\$7,250.00	\$12.25	\$3,552.50	\$12.00	\$3,480.00	\$20.00	\$5,800.00
13	Adjust Hydrant Assembly	EA	2	\$1,200.00	\$2,400.00	\$3,000.00	\$6,000.00	\$4,000.00	\$8,000.00	\$1,600.00	\$3,200.00	\$3,500.00	\$7,000.00	\$2,530.00	\$5,060.00	\$4,200.00	\$8,400.00	\$1,000.00	\$2,000.00
14	Adjust Water Service	EA	25	\$700.00	\$17,500.00	\$500.00	\$12,500.00	\$1,000.00	\$25,000.00	\$700.00	\$17,500.00	\$1,200.00	\$30,000.00	\$385.00	\$9,625.00	\$2,000.00	\$50,000.00	\$400.00	\$10,000.00
15	Erosion Control and Water Pollution Prevention	LS	1	\$7,000.00	\$7,000.00	\$10,000.00	\$10,000.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$11,500.00	\$11,500.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00
Roadside Development																			
16	Topsoil Type A	CY	48	\$65.00	\$3,120.00	\$80.00	\$3,840.00	\$50.00	\$2,400.00	\$70.00	\$3,360.00	\$100.00	\$4,800.00	\$96.00	\$4,608.00	\$85.00	\$4,080.00	\$60.00	\$2,880.00
17	Seeded Lawn Installation	SY	260	\$10.00	\$2,600.00	\$5.00	\$1,300.00	\$7.00	\$1,820.00	\$5.00	\$1,300.00	\$20.00	\$5,200.00	\$7.00	\$1,820.00	\$7.00	\$1,820.00	\$25.00	\$6,500.00
18	Property Restoration	EST	1	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Storm Drainage																			
19	Remove/Abandon Existing Storm Sewer Pipe	LF	280	\$25.00	\$7,000.00	\$10.00	\$2,800.00	\$20.00	\$5,600.00	\$10.00	\$2,800.00	\$41.00	\$11,480.00	\$12.50	\$3,500.00	\$10.00	\$2,800.00	\$100.00	\$28,000.00
20	Storm Sewer Pipe 8 In. Diam	LF	47	\$80.00	\$3,760.00	\$75.00	\$3,525.00	\$60.00	\$2,820.00	\$85.00	\$3,995.00	\$146.00	\$6,862.00	\$80.00	\$3,760.00	\$120.00	\$5,640.00	\$160.00	\$7,520.00
21	Storm Sewer Pipe 12 In. Diam	LF	1106	\$95.00	\$105,070.00	\$75.00	\$82,950.00	\$60.00	\$66,360.00	\$125.00	\$138,250.00	\$92.00	\$101,752.00	\$86.00	\$95,116.00	\$89.00	\$98,434.00	\$160.00	\$176,960.00
22	Ductile Iron Storm Sewer Pipe 8 In. Diam.	LF	224	\$110.00	\$24,640.00	\$100.00	\$22,400.00	\$75.00	\$16,800.00	\$125.00	\$28,000.00	\$90.00	\$20,160.00	\$122.00	\$27,328.00	\$134.00	\$30,016.00	\$200.00	\$44,800.00
23	Ductile Iron Storm Sewer Pipe 12 In. Diam.	LF	325	\$130.00	\$42,250.00	\$130.00	\$42,250.00	\$100.00	\$32,500.00	\$137.00	\$44,525.00	\$110.00	\$35,750.00	\$137.00	\$44,525.00	\$140.00	\$45,500.00	\$220.00	\$71,500.00
24	Concrete Inlet	EA	11	\$2,500.00	\$27,500.00	\$2,000.00	\$22,000.00	\$4,500.00	\$49,500.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$2,000.00	\$22,000.00	\$1,900.00	\$20,900.00	\$1,000.00	\$11,000.00
25	Catch Basin Type 1	EA	15	\$2,750.00	\$41,250.00	\$3,000.00	\$45,000.00	\$6,500.00	\$97,500.00	\$2,000.00	\$30,000.00	\$2,300.00	\$34,500.00	\$2,000.00	\$30,000.00	\$2,010.00	\$30,150.00	\$3,000.00	\$45,000.00
26	New Pipe Connection to Existing Storm Drain Structure	EA	3	\$750.00	\$2,250.00	\$2,000.00	\$6,000.00	\$1,500.00	\$4,500.00	\$1,200.00	\$3,600.00	\$3,500.00	\$10,500.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00
27	Protect Utility Pole	LS	1	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$11,050.00	\$11,050.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
28	Utility Potholing	EA	36	\$600.00	\$21,600.00	\$600.00	\$21,600.00	\$300.00	\$10,800.00	\$575.00	\$20,700.00	\$475.00	\$17,100.00	\$715.00	\$25,740.00	\$600.00	\$21,600.00	\$600.00	\$21,600.00
29	Resolution of Utility Conflicts	EST	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
Total:				\$566,440.00		\$547,980.00		\$552,500.00		\$573,435.00		\$591,554.00		\$633,336.00		\$636,210.00		\$726,170.00	
Contingency 10%:						\$54,798.00													
Total Construction:						\$602,778.00													

Errors in Contractor Bid Proposals:

No errors noberved.

Certified by _____
 Joshua Hopkins Surface Water Project Manager

Joshua Hopkins

Date: 5/25/2022



May 25, 2022

City of Tukwila
6200 Southcenter Blvd.
Tukwila, WA 98188

RE: 2022 Small Drainage program

Dear Mayor & City Council,

As requested, KPG Psomas has completed the verification for TITAN Earthwork, LLC for the 2022 Small Drainage Program for their bid in the amount of \$547,980.00.

We have checked the status of TITAN Earthwork, LLC on the Washington State Labor and Industries web page to confirm they are currently insured, bonded, and licensed. Additionally, no strikes or debarment records arose federally or statewide regarding TITAN Earthwork, LLC. There were no subs to be used.

We phoned the references listed in TITAN Earthwork, LLC's bid and left messages for Lindsey McElwain from City of Edgewood, Patrick Donohue from City of Seattle & Myke Woodwell from City of Roslyn. We have not received a call back as of this writing.

KPG Psomas recommends the Small Drainage program be awarded to TITAN Earthworks, LLC.

We have enclosed the contractor verification package & reference checks for your review.

Sincerely,

KPG Psomas Inc.

A handwritten signature in black ink that reads "Bryce Corrigan".

Bryce Corrigan, P.E.

Cc:

Enclosures: Titan Earthworks, LLC Verification Package



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Joshua Hopkins, Surface Water Project Manger**
 CC: **Mayor Allan Ekberg**
 DATE: **June 3, 2022**
 SUBJECT: **Surface Water Fund - 2022 Annual Small Drainage Program**
Project No. 80041201, Contract No. 22-012
Construction Management Amendment No. 1

ISSUE

Approve Amendment No. 1 to Contract No. 22-012 with KPG Psomas Inc. (KPG) for construction management (CM) services for the 2022 Annual Small Drainage Program.

BACKGROUND

The Small Drainage Program constructs drainage projects throughout the City that are too large for City staff to complete but are smaller than a typical capital improvement project. The projects originate from citizen complaints and maintenance staff recommendations and are compiled on the Small Drainage Project List.

On January 24, 2022, Council approved contract 22-012 with KPG for the design of the 2022 Small Drainage Program. KPG was selected as the best firm to meet the project requirements from a short-list of firms selected from the current MRSC.

DISCUSSION

This contract amendment will add construction management services to KPG’s existing contract. KPG will provide field engineering, inspection, technical support, submittal review, contractor communications (RFIs) and coordination, documentation compliance, materials testing and record drawing production. KPG has designed the Annual Small Drainage Program since 1991 and Public Works continues to be very satisfied with their work. KPG also has an unparalleled knowledge of the work scope at the three 2022 sites.

FINANCIAL IMPACT

The 2022 Small Drainage construction management (CM) budget is \$100,000 and is sufficient to cover the costs of Amendment No. 1 in the amount of \$99,872.00. The project is funded through the Surface Water Enterprise Fund.

	<u>Cost Estimate</u>		<u>2022 Budgets</u>
Original Design Contract	\$99,512.00	Design	\$100,000.00
CM Amendment No. 1	<u>99,872.00</u>	CM	<u>100,000.00</u>
Total	<u>\$199,384.00</u>		<u>\$200,000.00</u>

RECOMMENDATION

Council is being asked to approve the Amendment No. 1 to Contract No. 22-012 with KPG, Inc. for construction management services in the amount of \$99,872.00 for the 2022 Small Drainage Program and to consider this item on the Consent Agenda at the June 13, 2022, Special Council Meeting.

ATTACHMENTS: 2021 CIP, page 78
Vicinity Map
Contract Amendment No. 1

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Annual Small Drainage Program

Project No. 9xx41201
81241207

DESCRIPTION: Select, design, and construct small drainage projects throughout the City.

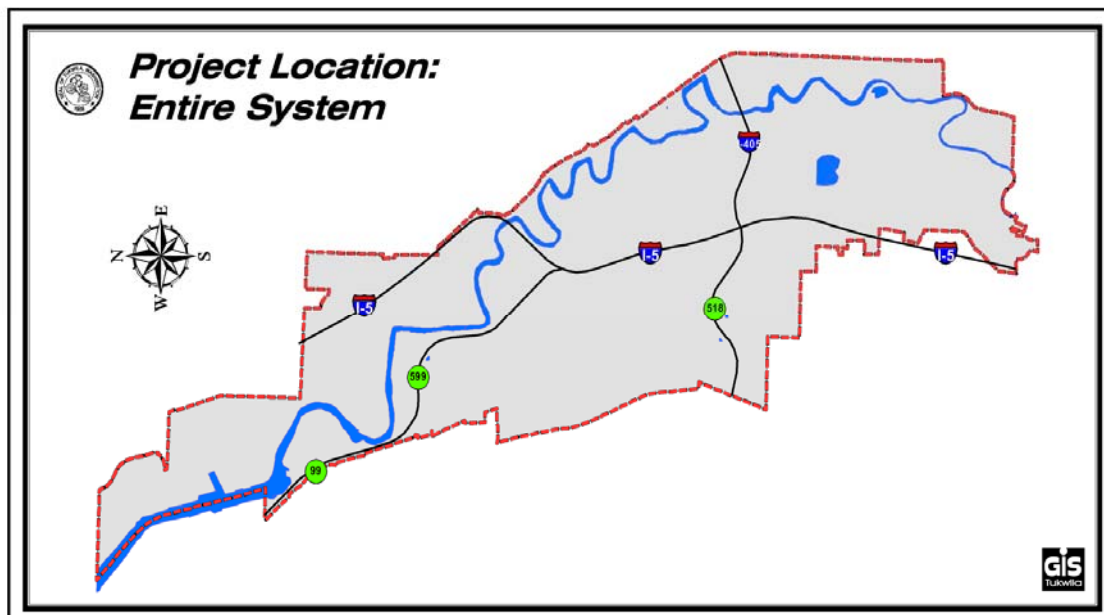
JUSTIFICATION: Provide drainage corrections for existing/ongoing drainage problems throughout the City, including culvert replacements, drain extensions, and pavement upgrades.

STATUS: Projects for this annual program are taken from Small Drainage Project List.

MAINT. IMPACT: Reduces maintenance.

COMMENT: Ongoing project, only one year shown in first column. Construction expenses may occur over two calendar years.

FINANCIAL (in \$000's)	Through Estimated		2021	2022	2023	2024	2025	2026	BEYOND	TOTAL
	2019	2020								
EXPENSES										
Design	74	92	100	100	100	100	110	110	80	866
Const. Mgmt.	40	68	100	100	100	100	110	110	80	808
Construction	108	515	700	700	700	700	750	750	513	5,436
TOTAL EXPENSES	222	675	900	900	900	900	970	970	673	7,110
FUND SOURCES										
Awarded Grant										0
Proposed Grant	65									65
Mitigation Actual										0
Mitigation Expected										0
Utility Revenue	157	675	900	900	900	900	970	970	673	7,045
TOTAL SOURCES	222	675	900	900	900	900	970	970	673	7,110



2022 SMALL DRAINAGE PROGRAM

PROJECT NO. 80041201

MAYOR

ALLAN EKBERG

DIRECTOR OF PUBLIC WORKS/ CITY ENGINEER

HARI PONNEKANTI, P.E.

CITY COUNCIL

THOMAS McLEOD, PRESIDENT

KATHY HOUGARDY

DE'SEAN QUINN

KATE KRULLER

CYNTHIA DELOSTRINOS JOHNSON

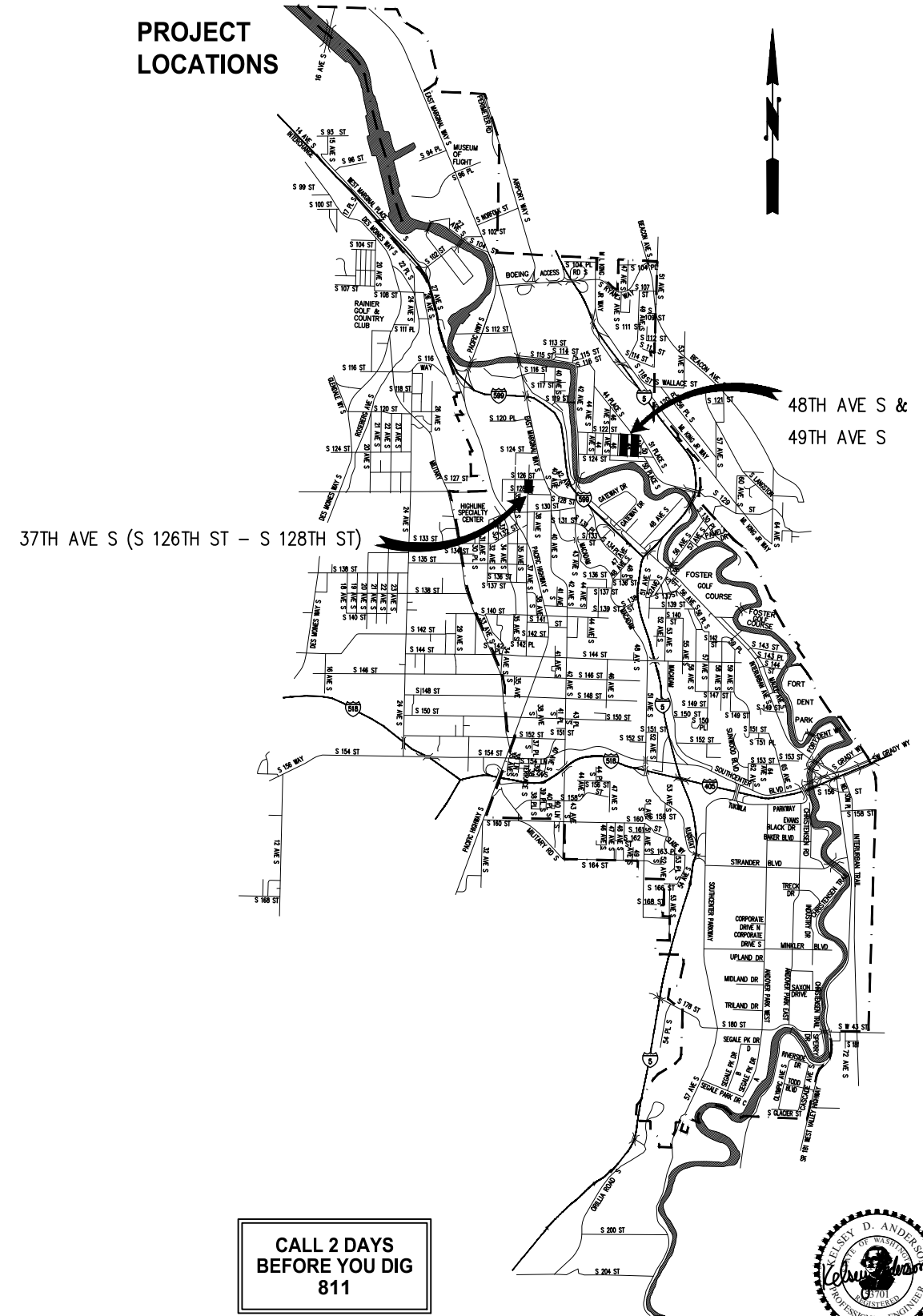
TOSH SHARP

MOHAMED ABDI

SCHEDULE OF DRAWINGS

SHEET NO.	TITLE
1	COVER
2	LEGEND & ABBREVIATIONS
3-4	DETAILS
5	48TH AVE S STA 20+00 – STA 24+00 – STORMWATER PLAN AND PROFILES
6	48TH AVE S STA 24+00 – STA 27+15 – STORMWATER PLAN AND PROFILES
7	49TH AVE S STA 30+00 – STA 34+00 – STORMWATER PLAN AND PROFILES
8	49TH AVE S STA 34+00 – STA 37+15 – STORMWATER PLAN AND PROFILES
9	37TH AVE S STA 10+00 – STA 14+50 – STORMWATER PLAN AND PROFILES

PROJECT LOCATIONS



CITY OF TUKWILA

K:\PROJECTS\TUKWILA\22003-2022 Tukwila Small Drainage Program\DESIGN\Drawings\Contract\22003COV.dwg 5/5/2022 2:05 PM



PUBLIC WORKS DEPT.

*ENGINEERING*STREETS*WATER*SEWER*BUILDING*

	by	date
designed	JF	05/22
drawn	JF	05/22
checked	KDA	05/22
proj eng		
proj dir		
field bk no		



Seattle
3131 Elliott Avenue, Suite 400
Seattle, WA 98121 206.286.1640
Tacoma | Wenatchee | KPG.com

BID DOCUMENTS

2022 SMALL DRAINAGE PROGRAM

COVER

no	date	revisions

1
9

file no 22003COV.DWG
scale
05/05/2022





City of Tukwila

6200 Southcenter Boulevard, Tukwila WA 98188

Agreement Number: 22-012

CONTRACT FOR SERVICES

Amendment # 1

Between the City of Tukwila and KPG Psomas Inc.

That portion of Contract No. 22-012 between the City of Tukwila and KPG Psomas Inc. (formerly KPG, P.S.) is hereby amended as follows:

Section 2 Scope of Services shall be amended with the following:

The Consultant agrees to provide City construction services in accordance with the scope of work included as Exhibit A-1.

Section 4 Payment shall be modified as follows:

An estimated budget for work provided by Consultant is included as Exhibit B-1, provided that the total amount of payment to the consultant under this agreement shall not exceed **\$199,384.00** (Orig PSA \$99,512.00 + this Amend 1 for **\$99,872.00**) without express written modification of the Agreement signed by the City.


All other provisions of the contract shall remain in full force and effect.

Dated this _____ day of _____, 2022.

CITY OF TUKWILA

CONTRACTOR

Allan Ekberg, Mayor



Printed Name: Terry Wright

ATTEST/AUTHENTICATED

APPROVED AS TO FORM

Christy O’Flaherty, MMC, City Clerk

Office of the City Attorney

EXHIBIT A-1

Construction Management Services

Scope of Work

May 2022

City of Tukwila

2022 Small Drainage Program

City Project Number: 80041201

KPG Psomas Project Number: 22003

KPG Psomas Inc. (formerly KPG, P.S.) will provide construction management services for the construction contract to complete the City of Tukwila 2022 Small Drainage Program project. The proposed work includes:

Site 1: 48th Ave S from S 122nd St to S 124th St
Replace and install new storm drain system approximately 700' of 12" SD and 180' of 8" SD pipe along with 14 drainage structures. Tie into the existing system at S 122nd St.

Site 2: 49th Ave S from S 122nd St to S 124th St
Replace and install new storm drain system approximately 450' of 12" SD and 100' of 8" SD, along with 8 drainage structures. Tie into the existing system along 49th Ave S near S 122nd St.

Site 3: 37th Ave S & S 126th St
Install storm drain system approximately 200' of 12" SD and 80' of 12" DIP on the west side of 37th Ave S. Tie into the existing system along S 126th St.

A detailed scope for the Contract follows:

I. INTRODUCTION

The following scope of services and associated costs are based upon the assumptions outlined below.

General Assumptions:

- The level of service and fee is based on project duration of **40 working days**.
- The **proposed project team** will include a part time Project Manager (0.5 hours a week) part time Resident Engineer (15 hours a week), one full time Construction Inspector (40 hours a week), a part time Documentation Specialist (15 hours a week), and one part time Project Engineer from KPG Psomas's design team to review submittals and interpret Contractor inquiries, as needed. The team also includes a sub-consultant to provide services for materials testing and construction site observation to satisfy Tukwila Municipal Codes for work within certain soil classifications.
- City will review and execute the insurance, bonds, and the Construction Contract.

EXHIBIT A-1

- Consultant will coordinate during audits or traffic control operations related to project impacts and help the City to complete any other required correspondence with outside agencies.
- The City will work with the Contractor to conduct all community outreach in relation to phasing and direct impacts due to construction. The City's Contractor shall be responsible for the communication to the community on schedule and work activities.
- KPG Psomas design engineers will be available during construction to answer questions and review RAM's, shop drawings, and answer RFI's.
- Consultant services will be performed in accordance with the WSDOT Construction Manual, Contract plans & special provisions, and City of Tukwila engineering standards.
- The franchise Utilities will provide field inspection for all work surrounding the construction or relocation of their utility systems if necessary.
- Coordination of construction with franchise utilities, if any, will be done by City Contractor. Consultant will help facilitate coordination between utilities and Contractor as needed or requested by City.

II. SCOPE OF WORK

The objective and purpose of this Construction Management Services Agreement is for the Consultant to successfully deliver the construction of the Project to the City by ensuring that the improvements are constructed in accordance with the approved Plans and Specifications, as may be amended or revised, that all of the required Project documentation is accounted for, and ultimately that the City of Tukwila receives a successful review by any outside agency including state audits at the end of the Project.

TASK 1 – MANAGEMENT / COORDINATION /ADMINISTRATION

Provide overall project management, coordination with the City, monthly progress reports, and invoicing. This effort will include the following elements.

- 1.1** Organize and layout work for project staff. Prepare project instructions on contract administration procedures to be used during construction.
- 1.2** Review monthly expenditures and CM team scope activities. Prepare and submit monthly project progress reports to the City along with invoices describing CM services provided each month. Prepare and submit reporting required by funding source(s), if any.

Deliverables:

- Monthly invoices and progress reports

EXHIBIT A-1

TASK 2 – PRECONSTRUCTION SERVICES

- 2.1 Administrative Services up to Contractor Notice to Proceed (NTP):** KPG Psomas will provide support startup of the project with any miscellaneous administrative needs not specifically outlined in items 2.2 – 2.8, which are further detailed below.
- 2.2 Preconstruction (PreCon) Photos:** KPG Psomas staff shall collect and log a comprehensive set of precon photos, prior to City Contractor mobilizing to the site, for the purpose of documenting pre-existing site conditions. These shall be delivered to the City in digital form as part of the final project files.
- 2.3 Review Plans and Specs:** KPG Psomas staff shall familiarize themselves with all plans, specs, and City standards that will be incorporated into this project, in order to familiarize themselves with project limits, elements of work to be performed, measurement and payment, and other project-specific considerations, prior to the first working day.
- 2.4 Prepare Hard and Electronic Files:** The Consultant will prepare all electronic and hard copy files in preparation for the project. SharePoint will not be utilized on this contract.
- 2.5 Prepare Record of Materials (ROM):** Consultant shall modify WSDOT-provided ROM, to align with LAG manual exceptions and to improve ease of use by all project parties. In the absence of a WSDOT-provided ROM, KPG Psomas can generate a ROM from scratch, however creation of a complete project ROM is outside the scope of the current budget and may require a supplement.
- 2.6 Preconstruction Conference:** KPG Psomas will prepare an agenda for, distribute notices of, and conduct a preconstruction conference in the City’s offices or via an on-line platform of the City’s choice. The Consultant’s team will attend the preconstruction conference. Pertinent City staff and private utilities will also be present at this meeting. KPG Psomas will prepare a written record of the meeting and distribute copies of the minutes to all attendees and affected agencies, staff, etc.
- At the Preconstruction conference, the Consultant shall help facilitate discussions with the Contractor concerning the plans, specifications, schedules, pay estimate timelines and cutoff dates, issues with utilities, any unusual conditions, State and local requirements and any other items that will result in better project understanding among the parties involved.
- 2.7 Prepare Templates:** KPG Psomas will pre-populate all electronic forms, either Consultant or City provided, in preparation for contract administration. This includes pay estimate templates, weekly working days statements, inspector daily reports, change management tracking templates, etc.
- 2.8 Utility Coordination:** Consultant will assist with external and internal communications regarding utility coordination required for successful completion of the project, including utility relocations, required service interruptions, etc.

Deliverables:

- Preconstruction conference meeting minutes

EXHIBIT A-1

- Pre-construction Photos

TASK 3 – CONSTRUCTION SERVICES - FIELD

3.1 Construction Observation: The Consultant will provide one (1) inspector during construction activities and other tasks necessary to monitor the progress of the work. The Inspector will ensure that the daily inspection reports and working days reporting are completed in a timely manner and contain sufficient information to assess whether the work is being conducted in compliance with the Contract Documents per City, WSDOT,. Consultant will make IDR's available to the City by Friday of the same work week upon request.

The Inspector may perform the following duties as a matter of his daily activities:

- i. Observe technical conduct of the construction, including providing day-to-day contact with construction contractor, City, utilities, and other stakeholders, and monitor for adherence to the Contract Documents. The Consultant's personnel will act in accordance with Sections 1-05.1 and 1-05.2 of the WSDOT Standard Specifications.
- ii. Observe material, workmanship, and construction areas for compliance with the Contract Documents and applicable codes, and notify construction contractor of noncompliance. Advise the City of any non-conforming work observed.
- iii. Document all material delivered to the job site in accordance with the Contract Documents.
- iv. Prepare daily inspection reports, recording the construction contractor's operations as actually observed by the Consultant; includes quantities of work placed that day, contractor's equipment and crews, and other pertinent information.
- v. Interpret Contract Documents in coordination with the City, Contractor, and KPG Psomas.
- vi. Resolve questions which may arise as to the quality and acceptability of material furnished, work performed, and rate of progress of work performed by the construction contractor.
- vii. Support the Contractor's communication and responsibilities to answer questions from property owners and the general public as needed.
- viii. Monitor compliance of approved permits per the project specifications, if applicable.
- ix. Prepare field records and documents to ensure the Project is administered in accordance with the plans and specifications.
- x. Collect and calculate delivery tickets and scaleman's daily reports of aggregate. All tickets will be initialed with correct bid item and stationing identified (Construction Manual 10-2).
- xi. Attend and actively participate in regular on-site weekly construction meetings.
- xii. Take digital photographs during the course of construction, and record locations.

Assumptions:

- Consultant will provide observation services for the days/hours that the contractor's personnel are on-site.

EXHIBIT A-1

- Assumption is Client's Contractor shall work normal 40-hour work weeks. For this project the "normal" work week may occur at night. KPG Psomas does not differentiate day shift from night shift. However, if the City's Contractor works a double shift (both day and night) within a single 24-hour period this will constitute two working days. Consultant's hours for inspection are based on one shift for number of working days allowed per Contract.
- Assumption is if Contractor is working at multiple sites within the City of Tukwila, the Consultant will split their time at the multiple locations and prioritize what location to be at for observation.
- The Consultant's monitoring of the construction contractor's activities is to ascertain whether they are performing the work in accordance with the Contract Documents; in case of noncompliance, Consultant will reject non-conforming work, and pursue the other remedies in the interests of the client, as detailed in the Contract Documents.

3.2 Material Testing – Coordination & Tracking: The inspector shall coordinate with the Contractor and the material testing firm to schedule testing of materials in the field to ensure they meet specifications per contract requirements. The cost for this effort is included in Task 3.1.

3.3 Construction Inspection Nights: Night work is not anticipated for this project.

Deliverables:

- Daily Construction Reports with project photos.
- Field Note Records for all field-measurable pay items.
- Review material test reports for compliance.

TASK 4 – CONSTRUCTION SERVICES – OFFICE

4.1 Construction Management Office Support: Original documentation will be housed at the Consultant's office and filed in accordance with standard filing protocol. Document Control will consist of the following:

- a. Project Coordination:** Liaison with City, construction Contractor, engineer, utilities and property owners on a regular basis to discuss project issues and status.
- b. Plan Interpretations:** Provide technical interpretations of the drawings, specifications, and Contract Documents, and evaluate requested deviations from the approved design or specifications. Coordinate with City for resolution of issues involving scope, schedule, and/or budget changes.
- c. Submittals:** Consultant shall take lead on submittal reviews/ approvals. Consultant shall coordinate review process for shop drawings, samples, traffic control plans, test reports, and other submittals from the Contractor for compliance with the contract documents. Submittals shall be logged and tracked by Consultant.

EXHIBIT A-1

- d. **Requests for Information (RFI):** Consultant shall review and respond to RFI's. RFI's shall be logged and tracked by Consultant.
- e. **Weekly Meetings:** Consultant will lead weekly meetings. Consultant will prepare agenda for City review and distribute meeting minutes to attendees. Outstanding issues to be tracked on a weekly basis. Weekly Statement of Working Days will be reviewed/accepted by Contractor during the Weekly Meeting.
- f. **Change Orders:** The Consultant will develop change orders and the Consultant will provide technical assistance to negotiate change orders, and assist in resolution of disputes which may occur during the course of the project. The City will approve all change orders before being fully executed. Each change order will be executed in accordance with WSDOT Standard Specifications.
- g. **Field Work Directives:** The Consultant will prepare field work directives as necessary to keep the Contractor on schedule.
- h. **Force Account:** The Consultant will track Contractor force account labor, equipment and materials. All force account calculations will be verified by the City and double checked by the Consultant. The City shall have final authority to approve any Force Account work prior to agreement with the Contractor.
- i. **Schedule Review:** Consultant shall perform review of initial Contractor provided CPM for conformance with the Contract Documents. Any discrepancies, conflicts or unreasonable work durations will be brought to the attention of the Contractor and City. Consultant will provide one (1) intermediate review of Contractor's updated schedule and compare with field-observed progress and duration of the project.
- j. **Lump Sum Breakdown:** Consultant shall evaluate construction Contractors' Schedule of Values for lump sum items. Review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Lump Sum Breakdowns for payment each month will be calculated.
- k. **Monthly Pay Requests:** Consultant shall prepare monthly requests for Contractor payment based on field note records prepared by Consultant field inspector in accordance with contract documents.
- l. **Weekly Statement of Working Days:** Consultant shall prepare, and issue weekly statement of working day report each week to the Contractor and City for review and approval. Weekly statement of working days will be based on field inspection reports provided by Consultant.
- m. **Subcontractor Documentation:** Process / approve all required subcontractor documentation. Request to Sublets will be verified and logged. This includes checking System Award Management System (SAMS), verifying business licensing, reviewing insurance documentation, verifying city business licensing, Intent to Pay Prevailing Wage

EXHIBIT A-1

and Affidavit of Wages Paid. All subcontractor documentation will be logged into KPG Psomas's subcontractor logs.

- 4.2 Construction Management Field Paperwork:** Consultant shall review and assist with processing of field paperwork from the Inspector and Contractor for tracking and documentation.
- 4.3 Certified Payroll:** The Consultant will process and check the Contractor and Subcontractor's certified payroll per State Prevailing Wage Requirements. Tracking of payroll shall consist of recording each payroll received from the Prime and Subcontractors and checking pay rates against Contract requirements. Any discrepancies will be brought to the Contractor and City.
- 4.4 Utility Coordination:** The Consultant will facilitate ongoing communications and coordination between the Contractor and City and/or Franchise utilities who may have infrastructure within the project limits. This includes JUT conversions, relocations due to foreseen or unforeseen conflicts, scheduled outages for tie-ins, etc.

Deliverables:

- Approved Submittals and Submittal log
- Responded RFIs and RFI Log
- Weekly Meeting minutes
- Fully-executed Change Orders and Field Work Directives, with Change Management Log
- Force Account Documentation and Tracking Log
- Fully-executed Monthly Progress Payments
- Subcontractor Packets
- Weekly Statements of Working Days
- Certified Payroll Tracking Log (hard copy binder not included)
- Contractor-generated As-builts, if required by Contract
- All other project documentation generated during the course of project construction duration.

TASK 5 – PROJECT CLOSEOUT

5.1 Closeout Office Support: Consultant shall assist with generation of closeout documentation and pursuit of successful project final completion, as detailed below:

- a. **Substantial Completion Letter:** Following full and unrestricted use of the project status being obtained by the Contractor and agreed to by the City, Consultant shall draft Substantial Completion Letter on City letterhead, for issuance to Contractor.

EXHIBIT A-1

- b. **Physical Completion Letter:** Following completion of all punch list work verified by the Consultant and any stakeholders required the Consultant shall prepare physical completion letter to the Contractor and the City shall issue the final contract voucher.
- c. **Final Pay Estimate:** Consultant shall prepare final payment estimate, along with any final quantity adjustments needed to existing bid items, for issuance to Contractor, in conjunction with the final contract voucher, issued by the City.

5.2 Closeout Inspection and Punchlist: Consultant shall assist in a punchlist walkthrough with Contractor, City staff, and any other necessary agencies for the purposes of developing a final project punchlist. The Consultant shall assemble walkthrough comments and provide the preliminary list to the City for concurrence, prior to issuing the list to the Contractor. On notification of completion of the punchlist, Consultant shall perform a final walkthrough to confirm satisfactory completion of all items on the list and shall note any remaining discrepancies. Subsequent project walkthroughs are beyond the scope of this agreement, but will be accommodated should the request be made by the City, and sufficient remaining budget allows.

5.3 Certified Payroll Closeout: Consultant shall attempt to ensure that all certified payrolls and affidavits of wages paid are current and complete at the time of project physical completion. This will include regular checks of the L&I portal and frequent reminders to the Contractor to provide any missing information in a timely manner. As the task of gathering the final documentation from Contractors and their Subcontractors can sometimes be an extended process, outside the control of the City or Consultant, after 8 weeks post-physical completion, the Consultant shall perform a final status update of the CP tracking log, along with memos to file of any missing documentation, and shall hand off the remaining verification process to the Client.

5.4 Prepare Documentation to Deliver to City: Consultant shall perform QA/QC on all project documentation deliverables as outlined in Task 4.1, as well as any documentation generated in the course of completion of Task 5, and shall transfer all project documents to the City for permanent storage.

- Substantial Completion Letter
- Physical Completion Letter
- Final Payment Invoice
- Project Punchlist
- Final Project Documents

TASK 6 – SUBCONSULTANTS

6.1 Material Testing: HWA Material Testing will be retained as KPG Psomas’s subconsultant to provide material testing and construction observation services. All testing will be done in accordance with LAG Manual and WSDOT Construction Manual, or at a desired reduced frequency as-directed by City project manager.

EXHIBIT A-1

TASK 7 – ADDITIONAL SERVICES

7.1 Management Reserve: Additional services requested by the City will be performed only when authorized by the City. Authorization to perform additional services will be in writing, specifying the work to be performed, and basis of payment. Items such as Community Outreach (except as completed on a day-to-day basis by the inspector and resident engineer as described in task 3.1 – vii), Public Meetings, Ribbon Cutting Ceremony, claims analysis, surveying, services during shutdown periods of non-working days, and services for extended working days are examples of possible additional services. This fee is based 40 working day contract, with 10 additional reduced-effort days for startup and 20 additional reduced-effort days for closeout, for a total of 70 days / 14 weeks, 8-hour days, additional extension of days will be approximately \$1,080.00 per day for one person. (8 hours x \$135.00 = \$1,080.00)

EXHIBIT B-1

PRIME CONSULTANT COST COMPUTATIONS

Client: City of Tukwila

Project: 2022 Small Drainage Program CM Services Supp #1

KPG Psomas Inc. PROJECT NUMBER: 22003

40 working days + 2 week startup and 4 weeks closeout

Reviewed by: Jordan P

Date: 5/5/2022

DATE: 5/12/2022

Task No.	Task Description	Labor Hour Estimate												Total Hours and Labor Fee Estimate by Task		
		Project Engineer II	Senior Construction Manager	Resident Engineer	Senior Construction Observer	Construction Observer III	Construction Observer II	Construction Observer I	Document Control Specialist	Document Control Admin	Senior Admin	Office Admin	Office Assistant	Hours	Fee	
		172	245	142	212	143	126	101	134	104	130	98	82			
Task 1 - MANAGEMENT / COORDINATION / ADMINISTRATION																
1.1	Project Management and Administrative Services		7										7	\$	1,715.00	
1.2	Prepare, review and submit monthly expenditures		3								4		7	\$	1,255.00	
	Task Total	0	10	0	0	0	0	0	0	0	4	0	0	14	\$ 2,970.00	
Task 2 - Assist City with the Award Process (Design Team will Support)																
2.1	Assist City with Award Process												0	\$	-	
2.2	Bid Tab Analysis and Verify Contractor												0	\$	-	
2.3	Communications												0	\$	-	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
Task 3 - Administrative Services up to Contractor Notice to Proceed (NTP) (2 Weeks)																
3.1	Administrative Services up to Contractor Notice to Proceed			2					2				4	\$	552.00	
3.2	PreCon Photos						4						4	\$	504.00	
3.3	Review plans and Specs			4			4		4				12	\$	1,608.00	
3.4	Prepare Hard and Electronic Files			4					2				6	\$	836.00	
3.5	Prepare ROM			2					2				4	\$	552.00	
3.6	Prepare PreCon Agenda			2					2				4	\$	552.00	
3.7	Prepare Templates								4				4	\$	536.00	
3.8	Utility Coordination			2									2	\$	284.00	
	Task Total	0	0	16	0	0	8	0	16	0	0	0	40	\$	5,424.00	
Task 4 - Construction Management (CM) and Administrative Services. NTP to Project Closeout. (8 Weeks)																
4.1	Construction Management Office Support	8		100					110				218	\$	30,316.00	
4.2	Construction Management Field Paperwork			10					10				20	\$	2,760.00	
4.3	Certified Payroll Tracking										16		16	\$	1,664.00	
4.4	Utility Coordination			10									10	\$	1,420.00	
	Task Total	8	0	120	0	0	0	0	120	16	0	0	264	\$	36,160.00	
Task 5 - Provide Field Inspection for Each of the Project's Working Days (8 Weeks)																
5.1	Construction Inspection (8 hrs/day for inspection & reports)						320						320	\$	40,320.00	
5.2	Weekly Construction Meetings (Included in 5.1)												0	\$	-	
5.3	Construction Inspection Nights (None Anticipated)												0	\$	-	
	Task Total	0	0	0	0	0	320	0	0	0	0	0	320	\$	40,320.00	
Task 6 - Project Closeout (4 Weeks)																
6.1	Construction Management Office Support			20					20				40	\$	5,520.00	
6.2	Construction Management Field Paperwork/Inspection						8						8	\$	1,008.00	
6.3	Certified Payroll Closeout									10			10	\$	1,040.00	
6.4	Prepare Documentation to Deliver to City								20				20	\$	2,680.00	
	Task Total	0	0	20	0	0	8	0	40	10	0	0	78	\$	10,248.00	
Task 7 - Materials Testing																
7.1	Subcontract with Material Tester (LS Estimate)												0	\$	4,500.00	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	\$	4,500.00	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
Task 9 - Management Reserve																
9.1	Upon City Authorization Only												0	\$	-	
	Task Total	0	0	0	0	0	0	0	0	0	0	0	0	\$	-	
	Total Labor Hours and Fee	1,376	2,450	22,152	0	0	42,336	0	23,584	2,704	520	0	0	716	\$	99,622.00
Reimbursable Direct Non-Salary Costs																
																Mileage at current IRS rate \$ 250.00
																Reproduction Allowance \$ -
																Total Reimbursable Expense \$ 250.00
																Total Estimated Budget \$ 99,872.00



INFORMATION MEMORANDUM

TO: Transportation and Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director / City Engineer
BY: Cyndy Knighton, Senior Program Manager
CC: Mayor Ekberg
DATE: June 3, 2022
SUBJECT: Resolution for Six-Year Transportation Improvement Program (2023 - 2028)

ISSUE

Approve a Resolution adopting the annual update of the Six-Year Transportation Improvement Program for 2023 - 2028.

BACKGROUND

The Transportation Improvement Program (TIP) is updated annually as required by the Revised Code of Washington (RCW) and must be adopted by June 30th of each year. The TIP is adopted by resolution after a public hearing at the local agency level and incorporated into regional and state TIPs. The TIP is primarily a financial planning document for projects competing for grants. Any project submitted for federal grant funding must be included in the local, regional, and state adopted TIPs. The TIP is a rolling plan showing various funding sources: grants, developer, and local funds. Projects “roll” as funds or stages occur (design report, final design, and construction).

Tukwila’s TIP and Capital Improvement Program (CIP) list many of the same transportation-related projects. The TIP generally lists only those transportation-related projects planned within the next six years that are deemed regionally significant or that have grant funding awarded or expected. The TIP is scheduled for adoption on June 27, 2022.

ANALYSIS

The attached spreadsheet is the “Draft” 2023 - 2028 TIP and was created by modifying the 2022 - 2027 TIP to add or remove projects and adjust project costs. No prioritization was assigned, and the list of projects is presented in alphabetical order. Only one project was removed because it is expected to be completed before the end of this year.

Deleted: West Valley Highway/Longacres Way

FINANCIAL IMPACT

None.

RECOMMENDATION

Council is being asked to approve the Resolution for the 2023 - 2028 Six-Year Transportation Improvement Program and consider this item at a Public Hearing at the June 13, 2022 Committee of the Whole and subsequent June 27, 2022 Special Meeting.

ATTACHMENTS: Draft Resolution
Draft 2023-2028 TIP Summary
2023–2028 “Draft” Transportation Improvement Program
Current Adopted 2022–2027 TIP

DRAFT

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM (2023-2028), AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of RCW Chapters 35.77 and 47.26, the City Council of the City of Tukwila has previously adopted a Transportation Improvement Program and thereafter periodically modified said Transportation Improvement Program by resolution; and

WHEREAS, the City Council has reviewed the work accomplished under said program, determined current and future City street and arterial needs and, based upon these findings, has prepared a Six-Year Transportation Improvement Program for the ensuing six calendar years (2023-2028); and

WHEREAS, on June 13, 2022, a public hearing was held regarding the City's Six-Year Transportation Improvement Program;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. Program Adopted. A Six-Year Transportation Improvement Program for the calendar years 2023 to 2028, attached hereto as Exhibit A, is hereby adopted.

Section 2. Filing of Program. The City Clerk is hereby authorized and directed to file a copy of this resolution, together with the exhibit attached hereto, with the Secretary of Transportation and the Transportation Improvement Board of the State of Washington.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at
a Special Meeting thereof this _____ day of _____, 2022.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Thomas McLeod, Council President

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Resolution Number: _____

Office of the City Attorney

Exhibit A: City of Tukwila Six-Year Transportation Improvement Program for 2023 to 2028

DRAFT 2023 - 2028 TIP SUMMARY

June 1, 2022

2021-2026		Project Costs in Thousands of Dollars							FUNDING SOURCES			
CIP Sheet	PROJECT TITLE	2023	2024	2025	2026	2027	2028	TOTAL	Federal	State/TIB	City	Unsecured
9	42nd Avenue S Bridge Replacement	2,200	9,450	9,450	0	0	0	21,100	13,500	17,000		
4	46th Avenue Safe Routes to School	0	515	2,065	0	0	0	2,580		2,275	305	2,275
-	Allentown Truck Reroute Project	700	200	0	0	0	0	900			900	
14	ADA Improvements	50	50	50	50	50	50	300			300	
20	APE/Minkler Blvd Intersection	144	1,570	0	0	0	0	1,714			1,714	1,570
13	Annual Bridge Inspections and Repairs	200	200	200	200	200	200	1,200			1,200	
12	Annual Overlay and Repair Program	1,400	1,400	1,500	1,500	1,650	1,650	9,100			9,100	
11	Green River Trail	1,297	0	0	0	0	0	1,297		989	308	
-	Keeping South King County Moving with TDM	105	210	210	210	105	0	840		672	168	
5	Macadam Road S Complete Streets Project	0	0	0	0	0	3,600	3,600		3,250	350	3,250
18	S 119th St Pedestrian Bridge Painting	0	0	200	0	0	0	200			200	
-	S 140th St Intersection Improvements	0	0		0	200	1,200	1,400			1,400	
21	S 144th St Bridge Sidewalks	0	550	2,690	0	0	0	3,240	2,778		462	2,778
3	S 152nd Street Safe Routes to School	0	2,600	0	0	0	0	2,600		2,340	260	2,340
-	South King County Regional TDM	263	263	0	0	0	0	526	450	61	15	
19	Southcenter Blvd/65th Avenue S Signal	100	900	0	0	0	0	1,000		550	450	550
-	Transportation Demand Management Impleme	37	37	37	37	37	38	223		223		148

TOTAL	6,496	17,945	16,402	1,997	2,242	6,738	51,820	16,728	27,360	17,132	12,911
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PROJECTS REVISED FROM 2021-2027 TIP

New

none

Deleted/Completed:

West Valley Highway/Longacres Way

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		42nd Ave S Bridge Replacement 42nd Ave S over the Duwamish River Interurban Ave S to Northern end of bridge Replace the existing 42nd Ave S steel truss bridge. The replacement will require preliminary engineer design, right-of-way, and construction phases. The new structure will meet current road and bridge design standards. The replacement structure configuration will be two through-lanes, possibly a turn pocket, and include sidewalks.	TUK-62	06/13/22	06/27/22			11		0.100	DCE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023	STP	1,500,000	OTHER	1,100,000	0	2,600,000
S	CN	2024	STP(BR)	12,000,000	OTHER	15,900,000	0	27,900,000
Totals				13,500,000		17,000,000	0	30,500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	2,200,000	0	0	0	0
CN	0	9,450,000	9,450,000	0	0
Totals	2,200,000	9,450,000	9,450,000	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		46th Avenue Safe Routes to School 46th Avenue S S 150th Street to S 144th Street Design and construct curb, gutter and sidewalk on the west side of 46th Avenue S, including curb bulb-out at the SE corner of 46th Avenue S/S 144th Street with raised crosswalk across S 144th Street with RRFB.	WA-11113	06/13/22	06/27/22			05		0.370		Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0	SRTS	180,000	85,000	265,000
P	RW	2024		0	SRTS	230,000	20,000	250,000
P	CN	2025		0	SRTS	1,865,000	200,000	2,065,000
Totals				0		2,275,000	305,000	2,580,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	265,000	0	0	0
RW	0	250,000	0	0	0
CN	0	0	2,065,000	0	0
Totals	0	515,000	2,065,000	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Allentown Truck Reroute Project to Study alternatives for truck access to reroute outside of residential neighborhood.	WA05409	06/13/22	06/27/22			18			EIS	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PL	2023		0		0	1,000,000	1,000,000
Totals				0		0	1,000,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PL	700,000	200,000	0	0	0
Totals	700,000	200,000	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Americans with Disabilities Act (ADA) Improvements Various locations to Design and construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.	WA-05405	06/13/22	06/27/22			06				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023		0		0	300,000	300,000
Totals				0		0	300,000	300,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	50,000	50,000	50,000	50,000	100,000
Totals	50,000	50,000	50,000	50,000	100,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Andover Park E/Minkler Blvd Intersection Andover Park E Minkler Blvd to Construct left turn lanes on Andover Park East and reconstruct traffic signal	WA-07746	06/13/22	06/27/22			03	CG OPS TW			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0		0	134,000	134,000
S	RW	2023		0		0	10,000	10,000
P	CN	2024		0		0	1,570,000	1,570,000
Totals				0		0	1,714,000	1,714,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	134,000	0	0	0	0
RW	10,000	0	0	0	0
CN	0	1,570,000	0	0	0
Totals	144,000	1,570,000	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		Annual Bridge Inspections and Repairs Various City Street to Perform load ratings and bi-annual inspections as well as construct necessary repairs and maintenance	WA-03731	06/13/22	06/27/22			06				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023		0		0	1,200,000	1,200,000
Totals				0		0	1,200,000	1,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	200,000	200,000	200,000	200,000	400,000
Totals	200,000	200,000	200,000	200,000	400,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Annual Overlay and Repair Program Various City Streets to Repair, rehabilitate, and overlay City streets as needed in an annual program	WA-03733	06/13/22	06/27/22			06	CG OPS TW			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023		0		0	9,100,000	9,100,000
Totals				0		0	9,100,000	9,100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,400,000	1,400,000	1,500,000	1,500,000	3,300,000
Totals	1,400,000	1,400,000	1,500,000	1,500,000	3,300,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		<p>Green River Trail Improvements</p> <p>Green River Trail</p> <p>Christensen Road to TUC Pedestrian Bridge</p> <p>The Green River Trail Connector Project will replace approximately 700 feet of existing trail with a widened 12-foot paved pathway, 2-foot gravel shoulders, illumination and security cameras. A new pedestrian plaza will also be constructed where the Green River Trail intersects with Christensen Road, including way-finding signs to major destinations. The TUK-50A programming is only for the construction phase of these improvements. The PE phase is included in TUK-50.</p>	TUK-50A	06/13/22	06/27/02			28		0.130	DCE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	TAP(UL)	989,000		0	308,000	1,297,000
Totals				989,000		0	308,000	1,297,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,297,000	0	0	0	0
Totals	1,297,000	0	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		<p>Keeping South King County Moving with TDM</p> <p>South King County</p> <p>Various to Various</p> <p>This project will help people access sustainable transportation options that reduce drive-alone travel and traffic congestion in South King County. TDM programming and services will be provided to residents, workers, visitors, employers, property managers, and students in Tukwila and the partnering jurisdictions of Burien, Des Moines, Kent, Renton, and SeaTac. The program will target those willing and able to try sustainable modes of transportation at activity centers (community hubs, commercial areas, business parks, multifamily housing complexes, and educational institutions). Examples of activity centers include the Tukwila International Boulevard District, Southcenter, and Sea-Tac Airport. The TDM Program will work in partnership with transit agencies, nonprofits, employers, and community organizations to reach priority populations through trusted channels. The project aims to reduce 542,997 vehicle trips and 8,093,549 vehicle miles traveled.</p>	TUK-63	06/13/22	06/27/22			44		0.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023		0	OTHER	672,000	168,000	840,000
Totals				0		672,000	168,000	840,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	105,000	210,000	210,000	210,000	105,000
Totals	105,000	210,000	210,000	210,000	105,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		Macadam Rd S Complete Streets Project Macadam Road S 150th Street to S 144th Street Design and construction of a complete street on Macadam Road. Road widening and rechannelization to add 5-foot bike lanes and 5-foot sidewalks on both sides of the roadway. Includes illumination, curb, and storm drainage.	WA-11110	06/13/22	06/27/22			04		0.350	DCE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2028		0	Ped/Bike Program	360,000	40,000	400,000
P	RW	2028		0	Ped/Bike Program	90,000	10,000	100,000
P	CN	2028		0	Ped/Bike Program	2,800,000	300,000	3,100,000
Totals				0		3,250,000	350,000	3,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	3,600,000
Totals	0	0	0	0	3,600,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		S 119th St Pedestrian Bridge Painting S 119th Street West bank Duwamish River to East bank Duwamish River Ongoing maintenance of the S 119th Street Pedestrian Bridge in the Allentown/Duwamish neighborhoods. Painting of bridge is outstanding maintenance needed.	WA-13494	06/13/22	06/27/22			06		0.040		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024		0		0	200,000	200,000
Totals				0		0	200,000	200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	200,000	0	0
Totals	0	0	200,000	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		S 140th St Intersection Improvements S 140th Street Tukwila International Blvd to Design and construct a new traffic signal at the S 140th Street/Tukwila International Blvd intersection	WA-09873	06/13/22	06/27/22			04	C G P S T W	0.100	DCE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	150,000	150,000
P	RW	2027		0		0	50,000	50,000
P	CN	2028		0		0	1,200,000	1,200,000
Totals				0		0	1,400,000	1,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	150,000
RW	0	0	0	0	50,000
CN	0	0	0	0	1,200,000
Totals	0	0	0	0	1,400,000

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		S 144th St Bridge Sidewalks S 144th Street 51st Ave S to 53rd Ave S Widen existing sidewalks on bridge over I-5 between 51st Ave S and 53rd Ave S	WA03782	06/13/22	06/27/22			28		0.250		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024	SRTS	475,750		0	74,250	550,000
P	CN	2025	SRTS	2,302,000		0	388,000	2,690,000
Totals				2,777,750		0	462,250	3,240,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	550,000	0	0	0
CN	0	0	2,690,000	0	0
Totals	0	550,000	2,690,000	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		S 152nd Street Safe Routes to School S 152nd Street Tukwila International Blvd to 42nd Avenue S Design and construct curb, gutter and sidewalks on both sides including widening pavement width by 3 feet to construct on-street parking lane on north side of street.	WA-11112	06/13/22	06/27/22			05		0.300		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024		0	SRTS	2,340,000	260,000	2,600,000
Totals				0		2,340,000	260,000	2,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	2,600,000	0	0	0
Totals	0	2,600,000	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		<p>South King County TDM</p> <p>South King County</p> <p>N/A to N/A</p> <p>This project will provide TDM programming and services at selected activity centers in Tukwila and partnering South King County jurisdictions. Activity centers include community hubs, commercial areas, business parks, multifamily housing complexes, and educational institutions. For example, places such as Tukwila International Boulevard District, Southcenter, and Sea-Tac Airport. By providing transportation resources and incentives, the project will encourage people to choose sustainable transportation options that reduce drive-alone travel and traffic congestion in South King County. TDM services will be provided to residents, commuters, and visitors, targeting those willing and able to try sustainable modes of transportation. The program will work in partnership with partner agencies, nonprofits, employers, and community organizations.</p>	TUK-64	06/13/22	06/27/22			24		0.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2023	CMAQ	450,000	OTHER	60,750	15,000	525,750
Totals				450,000		60,750	15,000	525,750

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	262,875	262,875	0	0	0
Totals	262,875	262,875	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04		Southcenter Blvd/65th Avenue S Signal Southcenter Boulevard 65th Avenue S to Design and construct a new traffic signal at the Southcenter Boulevard/65th Avenue S intersection to improve level of service and safety.	WA-13495	06/13/22	06/27/22			21				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2023		0	TIB	50,000	50,000	100,000
P	CN	2023		0	TIB	500,000	400,000	900,000
Totals				0		550,000	450,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	900,000	0	0	0
Totals	100,000	900,000	0	0	0

Six Year Transportation Improvement Program From 2023 to 2028

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Transportation Demand Management Implementation to Provision of TDM services to Commute Trip Reduction-affected employment sites. Facilitate employer reporting and records associated with biennial CTR survey. Engage CTR employment sites with opportunities for improvement and remain connected via technical meetings with other CTR jurisdictional representatives.	WA-13491	06/13/22	06/27/22			44		0.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023		0	WSDOT	74,204	0	74,204
P	ALL	2023		0	WSDOT	148,408	0	148,408
Totals				0		222,612	0	222,612

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	37,102	37,102	37,102	37,102	74,204
Totals	37,102	37,102	37,102	37,102	74,204

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Tukwila	17,716,750	26,370,362	17,232,250	61,319,362

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
05		42nd Ave S Bridge Replacement 42nd Ave S over the Duwamish River Interurban Ave S to Northern end of bridge Replace the existing 42nd Ave S steel truss bridge. The replacement will require preliminary engineer design, right-of-way, and construction phases. The new structure will meet current road and bridge design standards. The replacement structure configuration will be two through-lanes, possibly a turn pocket, and include sidewalks.	TUK-62	06/14/21	06/21/21		2024	11		0.100	DCE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2022	STP	1,500,000		0	0	1,500,000
P	CN	2024	STP(BR)	12,000,000	TIB	3,000,000	0	15,000,000
P	CN	2024	STP	2,000,000	FMSIB	500,000	3,029,000	5,529,000
Totals				15,500,000		3,500,000	3,029,000	22,029,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	750,000	1,250,000	0	0	0
CN	0	0	9,450,000	9,450,000	0
Totals	750,000	1,250,000	9,450,000	9,450,000	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		46th Avenue Safe Routes to School 46th Avenue S S 150th Street to S 144th Street Design and construct curb, gutter and sidewalk on the west side of 46th Avenue S, including curb bulb-out at the SE corner of 46th Avenue S/S 144th Street with raised crosswalk across S 144th Street with RRFB.	WA-11113	06/14/21	06/21/21		2024	05		0.370		Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	SRTS	180,000	85,000	265,000
P	RW	2023		0	SRTS	230,000	20,000	250,000
P	CN	2024		0	SRTS	1,865,000	200,000	2,065,000
Totals				0		2,275,000	305,000	2,580,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	265,000	0	0	0	0
RW	0	250,000	0	0	0
CN	0	0	2,065,000	0	0
Totals	265,000	250,000	2,065,000	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Americans with Disabilities Act (ADA) Improvements Various locations to Design and construct ADA compliant upgrades to City infrastructure in conjunction with a City developed plan.	WA-05405	06/14/21	06/21/21		2024	06				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2022		0		0	285,000	285,000
Totals				0		0	285,000	285,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	35,000	50,000	50,000	50,000	100,000
Totals	35,000	50,000	50,000	50,000	100,000

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Andover Park E/Minkler Blvd Intersection Andover Park E Minkler Blvd to Construct left turn lanes on Andover Park East and reconstruct traffic signal	WA-07746	06/14/21	06/21/21		2024	03	CGOPS TW			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	134,000	134,000
P	RW	2022		0		0	10,000	10,000
P	CN	2023		0		0	1,570,000	1,570,000
Totals				0		0	1,714,000	1,714,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	134,000	0	0	0	0
RW	10,000	0	0	0	0
CN	0	1,570,000	0	0	0
Totals	144,000	1,570,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		Annual Bridge Inspections and Repairs Various City Street to Perform load ratings and bi-annual inspections as well as construct necessary repairs and maintenance	WA-03731	06/14/21	06/21/21		2024	06				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2022		0		0	1,075,000	1,075,000
Totals				0		0	1,075,000	1,075,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	75,000	200,000	200,000	200,000	400,000
Totals	75,000	200,000	200,000	200,000	400,000

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16		Annual Overlay and Repair Program Various City Streets to Repair, rehabilitate, and overlay City streets as needed in an annual program	WA-03733	06/14/21	06/21/21		2024	06	CG O P S T W			No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2022		0		0	8,850,000	8,850,000
Totals				0		0	8,850,000	8,850,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	1,400,000	1,400,000	1,400,000	1,500,000	3,150,000
Totals	1,400,000	1,400,000	1,400,000	1,500,000	3,150,000

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		BNSF Regional Center Access Study to Study access to the BNSF Regional Distribution Center.	WA05409	06/14/21	06/21/21		2024	18			EIS	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	100,000	100,000
Totals				0		0	100,000	100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	100,000
Totals	0	0	0	0	100,000

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Green River Trail Green River Trail Christensen Road to Green River Replace the existing 8-foot wide Green River Trail with 12-foot wide concrete paved trail with 2-foot gravel shoulders, including illumination, CCTV, wayfinding, and pedestrian plaza.	WA-11115	06/14/21	06/21/21		2024	28		0.140	DCE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	Ped/Bike Program	66,000	8,000	74,000
P	CN	2023		0	Ped/Bike Program	900,000	300,000	1,200,000
Totals				0		966,000	308,000	1,274,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	74,000	0	0	0	0
CN	0	1,200,000	0	0	0
Totals	74,000	1,200,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		<p>Keeping South King County Moving with TDM</p> <p>South King County</p> <p>Various to Various</p> <p>This project will help people access sustainable transportation options that reduce drive-alone travel and traffic congestion in South King County. TDM programming and services will be provided to residents, workers, visitors, employers, property managers, and students in Tukwila and the partnering jurisdictions of Burien, Des Moines, Kent, Renton, and SeaTac. The program will target those willing and able to try sustainable modes of transportation at activity centers (community hubs, commercial areas, business parks, multifamily housing complexes, and educational institutions). Examples of activity centers include the Tukwila International Boulevard District, Southcenter, and Sea-Tac Airport. The TDM Program will work in partnership with transit agencies, nonprofits, employers, and community organizations to reach priority populations through trusted channels. The project aims to reduce 542,997 vehicle trips and 8,093,549 vehicle miles traveled.</p>	TUK-63	06/14/21	06/21/21		2024	44		0.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022		0	OTHER	672,000	0	672,000
S	ALL	2022		0	OTHER	168,000	0	168,000
Totals				0		840,000	0	840,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	210,000	210,000	210,000	210,000	0
Totals	210,000	210,000	210,000	210,000	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		Macadam Rd S Complete Streets Project Macadam Road S 150th Street to S 144th Street Design and construction of a complete street on Macadam Road. Road widening and rechannelization to add 5-foot bike lanes and 5-foot sidewalks on both sides of the roadway. Includes illumination, curb, and storm drainage.	WA-11110	06/14/21	06/21/21		2024	04		0.350	DCE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	Ped/Bike Program	360,000	40,000	400,000
P	RW	2022		0	Ped/Bike Program	90,000	10,000	100,000
P	CN	2023		0	Ped/Bike Program	2,800,000	300,000	3,100,000
Totals				0		3,250,000	350,000	3,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	400,000	0	0	0
RW	0	100,000	0	0	0
CN	0	0	3,100,000	0	0
Totals	0	500,000	3,100,000	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		S 119th St Pedestrian Bridge Painting S 119th Street West bank Duwamish River to East bank Duwamish River Ongoing maintenance of the S 119th Street Pedestrian Bridge in the Allentown/Duwamish neighborhoods. Painting of bridge is outstanding maintenance needed.	WA-13494	06/14/21	06/21/21		2024	06		0.040		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2024		0		0	200,000	200,000
Totals				0		0	200,000	200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	200,000	0	0
Totals	0	0	200,000	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14		S 140th St Intersection Improvements S 140th Street Tukwila International Blvd to Design and construct a new traffic signal at the S 140th Street/Tukwila International Blvd intersection	WA-09873	06/14/21	06/21/21		2024	04	C G P S T W	0.100	DCE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2027		0		0	150,000	150,000
P	RW	2027		0		0	50,000	50,000
P	CN	2027		0		0	1,200,000	1,200,000
Totals				0		0	1,400,000	1,400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	150,000	0	0	0
RW	0	50,000	0	0	0
CN	0	0	1,200,000	0	0
Totals	0	200,000	1,200,000	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17		S 144th St Bridge Sidewalks S 144th Street 51st Ave S to 53rd Ave S Widen existing sidewalks on bridge over I-5 between 51st Ave S and 53rd Ave S	WA03782	06/14/21	06/21/21		2024	28		0.250		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	SRTS	400,000		0	43,000	443,000
Totals				400,000		0	43,000	443,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	443,000	0	0	0
Totals	0	443,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19		S 152nd Street Safe Routes to School S 152nd Street Tukwila International Blvd to 42nd Avenue S Design and construct curb, gutter and sidewalks on both sides including widening pavement width by 3 feet to construct on-street parking lane on north side of street.	WA-11112	06/14/21	06/21/21		2024	05		0.300		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2023		0	SRTS	2,340,000	260,000	2,600,000
Totals				0		2,340,000	260,000	2,600,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	2,600,000	0	0	0
Totals	0	2,600,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		South King County TDM South King County N/A to N/A This project will provide TDM programming and services at selected activity centers in Tukwila and partnering South King County jurisdictions. Activity centers include community hubs, commercial areas, business parks, multifamily housing complexes, and educational institutions. For example, places such as Tukwila International Boulevard District, Southcenter, and Sea-Tac Airport. By providing transportation resources and incentives, the project will encourage people to choose sustainable transportation options that reduce drive-alone travel and traffic congestion in South King County. TDM services will be provided to residents, commuters, and visitors, targeting those willing and able to try sustainable modes of transportation. The program will work in partnership with partner agencies, nonprofits, employers, and community organizations.	TUK-64	06/14/21	06/21/21		2024	24		0.000	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2023	CMAQ	450,000	OTHER	60,750	15,000	525,750
Totals				450,000		60,750	15,000	525,750

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	100,000	175,000	175,000	75,750	0
Totals	100,000	175,000	175,000	75,750	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
04		Southcenter Blvd/65th Avenue S Signal Southcenter Boulevard 65th Avenue S to Design and construct a new traffic signal at the Southcenter Boulevard/65th Avenue S intersection to improve level of service and safety.	WA-13495	06/14/21	06/21/21		2024	21				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	TIB	50,000	50,000	100,000
P	CN	2023		0	TIB	500,000	400,000	900,000
Totals				0		550,000	450,000	1,000,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	100,000	0	0	0	0
CN	0	900,000	0	0	0
Totals	100,000	900,000	0	0	0

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00		Transportation Demand Management Implementation to Provision of TDM services to Commute Trip Reduction-affected employment sites. Facilitate employer reporting and records associated with biennial CTR survey. Engage CTR employment sites with opportunities for improvement and remain connected via technical meetings with other CTR jurisdictional representatives.	WA-13491	06/14/21	06/21/21		2024	44		0.000		No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2022		0	WSDOT	74,204	0	74,204
P	ALL	2022		0	WSDOT	148,408	0	148,408
Totals				0		222,612	0	222,612

Expenditure Schedule						
Phase	1st	2nd	3rd	4th	5th & 6th	
ALL	37,102	37,102	37,102	37,102	74,204	
Totals	37,102	37,102	37,102	37,102	74,204	

Six Year Transportation Improvement Program From 2022 to 2027

Agency: Tukwila

County: King

MPO/RTPO: PSRC

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03		/ 0181(019) West Valley Highway/Longacres Way Shared Use Pathways SR 181 & Longacres Way West end of planned Green River Bridge to Longacres Way The West Valley Highway/Longacres Way project modifies northbound channelization between Strander Boulevard and S 156th Street. A 600ft section of general-purpose lane will be added, north of Strander. The existing dedicated NB turn lane at Longacres will change to a thru-right lane, transitioning into 2 NB thru lanes on the north leg as the existing inside lane will be changed to a dedicated NB left turn lane. Sidewalks will be added to the east side of the roadway where there are currently none. A wider, shared-use path will replace the existing sidewalk on the west side of the road between Longacres Way and the new sidewalks installed for the Pedestrian-Bicycle bridge. A new two-way cycle track will be added to Longacres Way from WVH to the Tukwila Station, including new street and pedestrian illumination. A pedestrian signal crossing of WVH near the landing of the Ped-Bike bridge and a rapid flashing beacon on Longacres at the Interurban Trail crossing will be added.	TUK-60	06/14/21	06/21/21		2024	28		0.170	DCE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2022		0	TIB	100,000	40,000	140,000
Totals				0		100,000	40,000	140,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	140,000	0	0	0	0
Totals	140,000	0	0	0	0

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Tukwila	16,350,000	14,104,362	18,424,000	48,878,362



INFORMATIONAL MEMORANDUM

TO: Transportation & Infrastructure Services Committee
FROM: Hari Ponnekanti, Public Works Director/ City Engineer
BY: Greg Villanueva, NPDES Coordinator
CC: Mayor Ekberg
DATE: June 3, 2022
SUBJECT: Ordinance for NPDES Phase II Municipal Stormwater Permit Requirement

ISSUE

Approve adoption of the 2021 King County Surface Water Design Manual (KCSWDM) and the 2021 King County Stormwater Pollution Prevention Manual (SPPM) via a Surface Water Management Ordinance.

BACKGROUND

The National Pollutant Discharge Elimination System (NPDES) requires the City to adopt regulations and other requirements outlined in the City’s NPDES Phase II Permit, which became effective August 1, 2019. These requirements include:

- No later than June 30, 2022, adopt an ordinance or other enforceable mechanism that addresses runoff from new development, redevelopment, and construction site projects.
- No later than August 1, 2022, permittees shall adopt and make effective an ordinance(s), or other enforceable documents, requiring the application of source control best management practices (BMPs) for pollutant generating sources associated with existing land use and activities.

ANALYSIS

To fulfill the first stated requirement, staff recommends adopting the *2021 King County Surface Water Design Manual (KCSWDM)* and the *2021 King County Stormwater Pollution Prevention Manual (SPPM)*. The City currently utilizes the 2016 KCSWDM, which is recognized by Ecology as fulfilling this permit requirement and is embedded throughout to in City code. On the second requirement, the City has created language that requires application of source control BMPs.

FISCAL IMPACT

There will be no fiscal impact.

RECOMMENDATION

The Council is being asked to approve the Surface Water Ordinance adopting the 2021 King County Surface Water Design Manual (KCSWDM) and the 2021 King County Stormwater Pollution Prevention Manual (SPPM) and consider this item at the June 13, 2022 Committee of the Whole and subsequent June 27, 2021 Special Meeting.

ATTACHMENT: Surface Water Management Ordinance
[2021 King County Surface Water Design Manual](#)
[2021 King County Stormwater Pollution Prevention Manual](#)

DRAFT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, REPEALING ORDINANCE NOS. 2274, 2516 AND 2423, AS CODIFIED IN TUKWILA MUNICIPAL CODE (TMC) CHAPTER 14.30, "SURFACE WATER MANAGEMENT;" REPEALING ORDINANCE NO. 2275, THEREBY ELIMINATING TMC CHAPTER 14.31, "ILLICIT DISCHARGE DETECTION AND ELIMINATION;" REENACTING TMC CHAPTER 14.30 TO UPDATE REGULATIONS REGARDING STORMWATER SAFETY, CONTROL AND MANAGEMENT; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Tukwila manages its stormwater pursuant to the National Pollution Discharge Elimination System (NPDES) Permit administered by the Washington State Department of Ecology; and

WHEREAS, the NPDES permit requires the City to take various actions to control and manage inputs into its municipal stormwater system; and

WHEREAS, the City recognizes the importance of effective management of stormwater in protecting residents and the surrounding environment; and

WHEREAS, this ordinance will update the City's stormwater management code provisions to address requirements in the NPDES permit and reorganize the code to achieve City goals of simplicity, consistency, and clarity in its stormwater regulations; and

WHEREAS, the City Council finds that adoption of this ordinance for municipal stormwater control and pollution prevention prevents harm to the health or safety of the public, and promotes the public health, safety and general welfare.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Repealed. Ordinance Nos. 2274, 2516 and 2423, as codified in Tukwila Municipal Code (TMC) Chapter 14.30, are hereby repealed.

Section 2. Repealer. Ordinance No. 2275, as codified in TMC Chapter 14.31, is hereby repealed, thereby eliminating TMC Chapter 14.31, “Illicit Discharge Detection and Elimination.”

Section 3. TMC Chapter 14.30 Reenacted. TMC Chapter 14.30 is hereby reenacted to read as follows:

**CHAPTER 14.30
SURFACE WATER MANAGEMENT**

Sections:

- 14.30.010 Authority
- 14.30.020 Purpose and Intent
- 14.30.030 Definitions
- 14.30.040 Applicability
- 14.30.050 Compliance
- 14.30.060 Standards
- 14.30.070 Permits
- 14.30.080 Compliance Required
- 14.30.085 Maintenance Required
- 14.30.090 Inspection Authority and Procedure
- 14.30.100 Inspection and Maintenance Schedule for Stormwater Flow Control and Water Quality Treatment Facilities
- 14.30.110 Maintenance Covenant Required for Stormwater Flow Control and Water Quality Treatment Facilities
- 14.30.120 Inspection and Maintenance Records
- 14.30.130 Special Drainage Fee
- 14.30.140 Inlet Marking
- 14.30.150 Trash and Waste Receptacles
- 14.30.160 Financial Guarantees
- 14.30.170 Insurance
- 14.30.180 Discharge Prohibitions
- 14.30.190 Allowable Discharges
- 14.30.200 Conditional Discharges
- 14.30.210 Best Management Practices
- 14.30.220 Liability
- 14.30.230 Enforcement Authority, Procedure, and Penalties
- 14.30.240 Injunctive Relief
- 14.30.250 Appeals

Section 4. TMC Section 14.30.010 is hereby reenacted to read as follows:

14.30.010 Authority

A. The Public Works Director shall administer and enforce the provisions of TMC Chapter 14.30. The Director’s authority includes the establishment and publication of regulations and procedures to supplement and implement this Chapter, approval of permits and exceptions, and enforcement and implementation of measures necessary to

carry out the intent of TMC Chapter 14.30. Such regulations and procedures shall be incorporated within Chapter 5 of the Public Works Development Guidelines and Infrastructure ~~and~~ Design and Construction Standards, as amended, revised or re-adopted from time to time and hereinafter known and referred to as the Public Works Surface Water Regulations and Procedures.

B. The Public Works Director is authorized to develop and implement an inspection program for the investigation of sites that have the potential to discharge pollutants to the stormwater drainage system, suspected illicit discharges, and illicit connections in the City of Tukwila.

BC. The Public Works Director may initiate all required actions to prevent or stop acts or intended acts of an applicant or other person that constitute a hazard to life or safety; endangered property; or adversely affect the safety, use or stability of a public way, surface water, a conveyance system or a ~~sensitive-critical~~ area or buffer.

CD. If the Director determines that a person engaged in an activity that could or does negatively affect surface water has failed to comply with City code or with approved surface water plans and/or other permit conditions, the Director may implement any or all of the following enforcement actions:

1. Suspend or revoke without written notice any surface water permit issued by the City, when the Director determines an immediate danger to life, safety or property exists in a downstream area or adjacent property.

2. Serve a written notice of violation upon that person by registered or certified mail or personal service. The notice shall set forth the measures necessary to achieve compliance, specify the time to commence and complete corrections and indicate the consequences for failure to correct the violation.

3. Suspend or revoke any ~~surface-water-stormwater related~~ permit issued by the City after written notice is given to the applicant for any of the following reasons:

- a. Any violation(s) of the conditions of the surface water permit;
- b. Changes in site runoff characteristics upon which a permit or exception was granted;
- c. Construction not in accordance with the approved plans; or
- d. Non-compliance with correction notice(s) or “stop work” order(s) issued for the construction of temporary or permanent stormwater management facilities.

4. Post a “stop work” order at the site directing that all activities that could affect surface water or a conveyance system cease immediately. The “stop work” order may include any discretionary conditions and standards adopted in TMC 14.30.070 that must be fulfilled before any work may continue.

Section 5. TMC Section 14.30.020 is hereby reenacted to read as follows:

14.30.020 Purpose and Intent

A. The purpose of TMC Chapter 14.30 is to provide for the health, safety, and general welfare of the citizens of Tukwila, Washington, through the regulation of development activities that could affect stormwater and non-stormwater discharges to the stormwater drainage system to the maximum extent practicable as required by federal and state law. This chapter also establishes methods for controlling the introduction of pollutants into the stormwater drainage system in order to comply with the requirements of the National Pollutant Discharge Elimination Systems (“NPDES”) permit process. The provisions of TMC Chapter 14.30 shall be liberally construed to accomplish the following purposes:

1. Promote sound development policies and procedures that protect and preserve the City’s water courses, groundwater, and surface water infrastructure.

2. Protect surface water conveyance systems and receiving waters from pollution, mechanical damage, excessive flows, and other conditions that increase erosion and/or turbidity, siltation and other pollution, or that will reduce groundwater recharge or endanger aquatic and benthic life within surface waters and receiving waters within the State.

3. Meet the requirements of ~~S~~state and federal law.

4. Fulfill the City’s responsibilities as trustee of the environment for future generations.

5. Promote the health, safety and welfare of the public.

6. Protect private and public property from drainage related damage.

7. Promote site planning and construction practices that are consistent with natural topographical, vegetative, and hydrological conditions.

8. Preserve and enhance the suitability of water bodies for recreation and wildlife habitat.

9. Regulate the contribution of pollutants to the stormwater drainage system by stormwater discharges by any person.

10. Prohibit illicit connections and illicit discharges to the stormwater drainage system.

11. Establish legal authority to carry out all inspection, surveillance, and monitoring procedures necessary to ensure compliance with this chapter.

B. The intent of this chapter is to place the obligation of complying with its requirements upon the stormwater facility owner. Neither the city nor its officers, agents, or employees shall incur liability or be held liable by reason of taking any action required or permitted hereunder.

C. The intent of this chapter is not to repeal, abrogate, or impair any existing regulations, easements, covenants, or deed restrictions. However, where this chapter imposes greater restrictions, the provisions of this chapter shall prevail.

Section 6. TMC Section 14.30.030 is hereby reenacted to read as follows:

14.30.030 Definitions

Unless specifically defined below, words or phrases used in TMC Chapter 14.30 shall be interpreted using the meaning they have in common usage and to give TMC Chapter 14.30 its most reasonable application; provided that words or phrases not defined herein that are defined in the ~~City of Tukwila~~ “Surface Water Design Manual” or “Stormwater Pollution Prevention Manual,” shall have the meaning given therein.

1. “AKART” means All Known, Available, and Reasonable methods of prevention, control, and Treatment (see also the State Water Pollution Control Act, RCW 90.48.010 and RCW 90.48.520).

2. “Applicant” means any person, governmental agency, or other entity that executes the necessary forms to procure official approval of a project or a permit to carry out construction of a project. Applicant also means any person, governmental agency, or other entity that is performing or plans to perform permitted work within the City.

3. “Approval” means proposed work or completed work conforming to TMC Chapter 14.30 as approved by the Director.

4. “Best Management Practice” or “BMP” means those practices, prohibitions of practices, or schedules of activities, which provide the best available and reasonable physical, structural, managerial, or behavioral activity to: (a) reduce or eliminate pollutant loads and/or concentrations leaving a site; or (b) prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters or stormwater conveyance systems. BMPs also include operating procedures and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.

5. “City” means the City of Tukwila or the City Council of Tukwila.

6. “Clean Water Act” means the Federal Water Pollution Control Act (33 U.S.C. §1251 et seq) and any subsequent amendments thereto.

7. “Comprehensive Surface Water Management Plan” means a plan adopted by the City Council that provides direction for management of the City's surface and stormwater system to benefit the community and meet the City's overriding goal of health and sustainability to guide the physical growth and improvement of the City and urban growth management area, including any future amendments and revisions.

8. “Conveyance system” means natural and man-made drainage features that collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat or filter surface water. Natural drainage features include swales, streams, rivers, lakes and wetlands. Man-made features include gutters, ditches, pipes, detention/retention facilities, dikes, levees and revetments.

~~7~~9. “Critical drainage area” means an area, as determined by the City, needing additional controls to address flooding, drainage, and/or erosion conditions that pose an imminent likelihood of harm to the welfare and safety of the surrounding community.

~~8~~10. “Development” means any man-made change of improved or unimproved real estate; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any mining, excavation, landfill, clearing or land disturbance; or any use or extension of the use of land.

~~9~~11. “Director” means the Director of Public Works or designee.

~~10~~12. “Drainage review” means an evaluation by the City to determine compliance with the City’s standards and adopted Surface Water Management Manual.

~~11~~13. “Erosion” means detachment and transport of soil or rock fragments by water, wind, ice, etc.

14. “Groundwater” means water in a saturated zone or stratum beneath the surface of the land or below a surface water body.

15. “Hazardous materials” means any material, including any substance, waste or combination thereof, which because of its quantity, concentration or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

16. “Hyperchlorinated” means water that contains more than 10 mg/liter chlorine.

17. “Illicit connection” means any man-made conveyance that is connected to a stormwater drainage system without a permit, excluding roof drains or other similar type connections. Examples include sanitary sewer connections, floor drains, channels, pipelines, conduits, and inlets or outlets that are connected directly to the stormwater drainage system.

~~12~~18. “Illicit discharge” means all non-surface water discharges to surface water conveyance systems that cause or contribute to a violation of State water quality, sediment quality or ground water quality standards. These discharges include, but are not limited to, sanitary sewer connections, industrial process water, interior floor drains connections, waste dumping, car washing and grey water systems.

19. “Imminent hazard” means the existence of a condition that presents a substantial endangerment to health, property or the environment.

~~13~~20. “Low impact development” (“LID”) means a stormwater and land use management strategy that strives to mimic pre-disturbance hydrologic processes of infiltration, filtration, storage, evaporation and transpiration by emphasizing conservation, use of on-site natural features, site planning, and distributed stormwater management practices that are integrated into a project design.

21. “National Pollutant Discharge Elimination System Stormwater Discharge Permit” means a permit issued by the Washington Department of Ecology under the authority delegated pursuant to 33 U.S.C. §1342(b) (Clean Water Act) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general areawide basis.

22. “Non-stormwater discharge” means any discharge to the stormwater drainage system that is not composed entirely of stormwater.

23. “Person” means any individual, association, organization, partnership, firm, corporation, or other entity recognized by law and acting as either the owner or as the owner’s agent.

4424. “Plans” means the plans, profiles, cross sections, elevations, details and supplementary specifications, showing the location, character, dimensions and details of the work to be performed. These plans are approved by the Public Works Director and are usually signed by a registered professional engineer licensed in the State of Washington.

4525. “Pollutant” means anything which causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes and solvents; oil and other automotive fluids; non-hazardous liquid, solid waste and yard waste; refuse, rubbish, garbage, litter or other discarded or abandoned objects, ordnance and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal waste; waste and residue that results from constructing a building or structure; and noxious or offensive matter of any kind.

4626. “Pollution” means contamination or other alteration of the physical, chemical, or biological properties of waters of the State that will or is likely to create a nuisance or render waters harmful, detrimental or injurious to: 1) ~~to~~ public health, safety or welfare, or 2) ~~to~~ domestic, commercial, industrial, agricultural, recreational or other legitimate beneficial uses, or 3) ~~to~~ livestock, wild animals, birds, fish or other aquatic life. Contamination includes discharge of any liquid, gas or solid radioactive or other substance. Alteration includes temperature, taste, color, turbidity or odor.

27. “Premises” means any building, lot, parcel of land ,or portion of land, whether improved or unimproved, including adjacent sidewalks and parking strips.

4728. “Project” means activity encompassing all phases of the work to be performed and is synonymous to the term “improvement” or “work.”

4829. “Runoff” means water originating from rainfall and other precipitation that is found in drainage facilities, rivers, streams, springs, seeps, ponds, lakes and wetlands, as well as shallow groundwater and that portion of precipitation that becomes surface flow and interflow.

4930. “Sediment” means fragmented material originating from weathering and erosion of rocks or unconsolidated deposits, which is transported by, suspended in or deposited by water.

2031. “Sedimentation” means the deposition or formation of sediment

2432. “Single-family residence” means a project that constructs or modifies one single family dwelling unit and/or makes related on-site improvements, such as a driveway, outbuildings or play courts.

33. “Source Control Best Management Practice” or “Source Control BMP” means a structure or operation that is intended to prevent pollutants from coming into contact with stormwater through physical separation of areas or careful management of activities that are sources of pollutants. Structural Source Control BMPs are physical, structural, or mechanical devices, or facilities that are intended to prevent pollutants from entering stormwater. Operational BMPs are non-structural practices that prevent or reduce pollutants from entering stormwater.

2334. “Stormwater” means ~~surface water~~ that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, channels or pipes into a defined surface water channel or a constructed infiltration facility.

2435. “Stormwater drainage system” means a constructed-conveyance system and natural features that function together as a system to collect, convey, channel, hold, inhibit, retain, detain, infiltrate, divert, treat, or filter stormwater.

36. “Stormwater related permit” means a Public Works permit or a surface water concurrency test.

37. “Stormwater Pollution Prevention Plan” means a document that describes the best management practices and activities to be implemented by a person to identify sources of pollution or contamination at premises and the actions to eliminate or reduce pollutant discharges to stormwater, stormwater conveyance systems, and/or receiving waters to the maximum extent practicable.

2538. “Surface flow” means flow that travels overland in a dispersed manner (sheet flow) or in natural channels or streams or constructed conveyance system.

2639. “Surface Water” means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow channels, or pipes into a natural drainage system, a surface water conveyance system, or into a constructed surface water facility.

40. “Surface water plan” means a set of drawings and documents submitted as prerequisite to obtaining a development permit.

2741. “TMC” means the Tukwila Municipal Code.

2842. “Typical” means the guidelines that shall be followed unless the Director approves an exception.

2943. “Water body” means a creek, stream, pond, wetland, lake, or river.

3044. “Watershed” means a geographic region within which water drains into a particular river, stream, or water body as identified and numbered by the State of Washington Water Resource Inventory Area (WRIAs) as defined in the Washington Administrative Code.

Section 7. TMC Section 14.30.040 is hereby reenacted to read as follows:

14.30.040 Applicability

TMC Chapter 14.30 applies to:

1. All development activities occurring within the City limits that could affect surface water; and
2. Any materials and discharges other than stormwater entering the stormwater drainage system generated on any developed and undeveloped lands lying within the City of Tukwila.

Section 8. TMC Section 14.30.050 is hereby reenacted to read as follows:

14.30.050 Compliance

A. TMC Chapter 14.30 contains minimum requirements. The requirements do not replace, repeal, abrogate, supersede, or affect any other more stringent requirements, rules, regulations, covenants, standards, or restrictions. Where TMC Chapter 14.30 imposes requirements that provide more protection to human health or the environment, the requirements of TMC Chapter 14.30 shall prevail.

B. Approvals and permits granted under TMC Chapter 14.30 do not imply waiver of other laws and regulations, nor do they indicate compliance with other laws and regulations.

C. Compliance with the minimum standards and requirements set forth in TMC Chapter 14.30 and related regulations, standards, and manuals adopted by the City does not necessarily mitigate all impacts to human health and the environment. In such cases, the applicant must implement additional mitigation to protect human health and the environment.

D. City departments shall comply with all the requirements of TMC Chapter 14.30, with the exception of obtaining permit and approvals from the City for works performed in the public rights-of-way, or for operation and maintenance activities by the Department of Parks and Recreation.

~~E. Unless otherwise required by law, in the event of a conflict or inconsistency between a standard or requirement of this chapter and a standard or requirement of the Public Works Surface Water Regulations and Procedures, the SWDM, the DOE SWDM or the SPPM, this chapter shall control to the extent of the conflict or inconsistency; provided that, if a requirement or standard of the Public Works Surface Water Regulations and Procedures, SWDM, DOE SWDM or SPPM, is more restrictive, i.e., provides more protection to human health or the environment, then the more restrictive requirement or standard shall control. For example, if a particular core requirement exemption allowed under the SWDM is not allowed pursuant to the Public Works Surface Water Regulations and Procedures, the more restrictive standard of the Public Works Surface Water Regulations and Procedures will apply.~~

Section 9. TMC Section 14.30.060 is hereby reenacted to read as follows:

14.30.060 Standards

A. Unless the Director requires more stringent standards to mitigate a project's impact to the public and environmental health and safety, All development activities within the City shall be undertaken in accordance with the following minimum standards, which may be amended from time to time by the Director, except that depending on a project's possible impact to public and environmental health and safety, the Director may require stricter standards:

1. The City's National Pollutant Discharge Elimination System (NPDES) permit.

2. The ~~2016~~ 2021 King County Surface Water Design Manual (~~hereafter known and referred to as "KGSWDM"~~), attached hereto as "Exhibit A", (~~or in the alternative) as filed in the City Clerk's Office~~), is hereby adopted by reference as the City of Tukwila "Surface Water Design Manual" and, together with the amendments thereto as set forth in this section, shall be known and referred to as the "Surface Water Design Manual" or the SWDM. ~~The Director will review subsequent amendments to the KGSWDM and will make recommendations to the City Council for adoption as needed and as applicable, or will adopt and implement necessary administrative regulations and/or procedures pursuant to the Director's authority under TMC Section 14.30.010(A).~~

3. The Department of Ecology ~~2012~~ 2019 Stormwater Management Manual for Western Washington, ~~hereafter known and referred to as the ("DOE SWDM")~~, may be used for project design for multi-jurisdictional development projects wherein a substantial and material portion of the development project will take place outside of the jurisdictional boundaries of the City and will be required by a permitting authority to comply with the standards set forth in the DOE SWDM; provided that the Public Works Director approves of the DOE SWDM based upon a finding that application of differing standards set forth in the SWDM and the DOE SWDM will create a hardship for the applicant, and that approval of use of the DOE SWDM will not result in requirements that are less restrictive than the SWDM or otherwise inconsistent with the purpose of this chapter.

4. The ~~2016~~ 2021 King County Stormwater Pollution Prevention Manual, (~~hereafter known and referred to as ("KCSPPM")~~), attached hereto as "Exhibit B", (~~or in the alternative) as filed in the City Clerk's Office~~), is hereby adopted by reference as the City of Tukwila Stormwater Pollution Prevention Manual and, together with the amendments thereto as set forth in this section, shall be known and referred to as the "Stormwater Pollution Prevention Manual" or the "SPPM." ~~The Director will review subsequent amendments to the KCSPPM and will make recommendations to the City Council for adoption as needed and as applicable, or will adopt and implement necessary administrative regulations and/or procedures pursuant to the Director's authority under TMC Section 14.30.010(A).~~

5. The Public Works Surface Water Regulations and Procedures.

6. Any applicable standards, codes, or recommendations in specific reports such as the geotechnical report and the Technical Information Report.

7. The City's Development Guidelines and Infrastructure Design and Construction Standards.

~~68. Development design and construction shall meet all of the applicable standards and codes, recommendations in specific reports, such as the geo-technical report and the Technical Information Report, and design criteria contained in the The Comprehensive Surface Water Management Plan or Drainage Basin Plans.~~

~~7B.~~ Unless the context indicates otherwise, the following terms and phrases, as used in the SWDM or the SPPM, shall have the meaning or reference given:

~~1.~~ See *Figure 14-4* relating to Tukwila Terminology Equivalents to King County Terminology.

~~82.~~ All references to King County codes or any section thereof in the SWDM or the SPPM ~~to the following King County codes, or any section thereof,~~ shall be replaced by reference as indicated in *Figure 14-5* to the applicable code and comparable section thereof.

~~93.~~ All references to maps in the SWDM and SPPM ~~to the following maps~~ shall be replaced by reference as indicated in *Figure 14-6*.

Section 10. TMC Section 14.30.070 is hereby reenacted to read as follows:

14.30.070 Permits

~~A. The application for and issuance of a surface water/storm drainage permit constitutes the administrative mechanism for the enforcement of the provisions contained herein. Such permits shall be non-transferable without approval of the Public Works Director and shall be limited to the specific activities for which they are granted.~~

~~BA.~~ Activities that trigger drainage review pursuant to the "Surface Water Design Manual" require a permit to be issued by the City. ~~Permit application shall be made to the City's permit center. Such permits shall be non-transferable without approval of the Director and shall be limited to the specific activities for which they are granted.~~

~~CB.~~ All plans, drawings, and calculations shall be prepared, stamped, signed and dated by a registered professional engineer, licensed in the State of Washington. A single-family residence that is not in a sensitive-critical area and does not trigger drainage review may be exempt from this requirement.

~~DC.~~ The submittals for the permit must meet or exceed the minimum criteria ~~in the Surface Water Design Manual and the City's Development Guidelines and Design and Construction Standards~~ as required in the standards adopted in this chapter. The Director may require additional submittals to those described therein.

~~ED.~~ Any significant changes to the approved plans or specifications of a permitted project require a revision submittal to the City for approval before the changes are implemented.

Section 11. TMC Section 14.30.080 is hereby established to read as follows:

14.30.080 Compliance Required

Property owners are responsible for the maintenance, operation and repair of stormwater drainage systems within their property. Property owners shall maintain, operate and repair stormwater drainage systems in compliance with the requirements of this chapter and the “Surface Water Design Manual.”

Section 12. TMC Section 14.30.085 is hereby established to read as follows:

14.30.085 Maintenance Required

A. All stormwater drainage systems in the City shall be maintained according to this chapter and the minimum maintenance standards detailed in the “Surface Water Design Manual.”

B. All stormwater drainage systems shall be inspected on a periodic basis, as described in the “Surface Water Design Manual.” If, during an inspection, a stormwater drainage system is found not to be in compliance with the minimum required standards, the owner or operator of the stormwater drainage system shall immediately repair the system and return it to proper operating condition in compliance with this chapter and any applicable covenant. Inspections may be scheduled more frequently to ensure the stormwater drainage system continually functions as designed.

C. Where abatement is found necessary to correct health or safety problems, to control pollutants from entering the stormwater drainage system, to prevent surface water or ground water quality degradation, or to remove pollutants that have entered the stormwater drainage system, such work shall be completed immediately by the owner or operator of the stormwater drainage system. If the owner does not complete the work, the City is authorized to enter the property and abate the problem in accordance with TMC Section 14.30.090.

D. Where regular maintenance and/or repair is found necessary during inspection, maintenance shall be performed in accordance with the maintenance schedule established by the stormwater manual.

Section 13. TMC Section 14.30.090 is hereby established to read as follows:

14.30.090 Inspection Authority and Procedure

A. **Inspection authority.** Whenever implementing the provisions of this chapter or whenever there is cause to believe that a violation of this chapter has been or is being committed, the Director is authorized to inspect during regular working hours and at other reasonable times all stormwater drainage systems within the City to determine compliance with the provisions of this chapter.

B. **Inspection procedure.** The procedure outlined below shall be followed when inspections occur:

1. Prior to making any inspections on private property, the Director shall present identification credentials, state the reason for the inspection and request entry.

2. If the property or any building or structure on the property is unoccupied or inaccessible, the Director shall first make a reasonable effort to locate the owner or other person(s) having charge or control of the property or portions of the property and request entry.

3. If, after reasonable effort, the Director is unable to locate the owner or other person(s) having charge or control of the property, and has reason to believe the condition of the stormwater drainage system creates an imminent hazard to persons or property, the Director may enter.

4. Unless entry is consented to by the owner or person(s) in control of the property or portion of the property or unless conditions are reasonably believed to exist that create an imminent hazard, the Director shall obtain a search warrant, prior to entry, as authorized by the laws of the State of Washington.

5. The Director may inspect the stormwater drainage system without obtaining a search warrant as provided for in TMC Section 14.30.090.B.4, provided the inspection can be conducted while remaining on public property or other property on which permission to enter is obtained.

6. The Director shall investigate illicit discharges in an effort to identify the source. If such discharges are tracked to a specific connection to the public stormwater drainage system, or directly to surface water or ground water, inspection and investigation of that site will be initiated in compliance with the inspection procedures defined in this section. If the discharge is an imminent threat to public safety or the environment, emergency action shall be taken in accordance with this TMC Section 14.30.090.

Section 14. TMC Section 14.30.100 is hereby established to read as follows:

14.30.100 Inspection and Maintenance Schedule for Stormwater Flow Control and Water Quality Treatment Facilities

A. The Director shall establish inspection and maintenance scheduling and standards for all publicly and privately owned stormwater flow control and water quality treatment facilities. The maintenance of the stormwater flow control and water quality facilities shall be guided by the “Surface Water Design Manual.” The base frequency for inspection and maintenance shall be in accordance with the NPDES permit currently in effect.

B. The City requires all inspections to be paid for by the property owner and conducted by a City-approved third-party inspector unless approved otherwise by the Director.

C. Adjustment to a less than annual inspection frequency may be revised as approved by the Director based upon maintenance records of double the length of time of the proposed inspection frequency.

~~14.30.080 Stormwater Drainage System Maintenance and Inspection Requirements~~

~~A. All Stormwater Drainage Systems. All public and private stormwater drainage systems providing permanent stormwater treatment and/or flood control shall be inspected and maintained in accordance with the standards contained in the Surface Water Design Manual. The following are additional minimum standards for the maintenance of all stormwater drainage systems:~~

~~1. All stormwater treatment and flow control components of stormwater drainage systems shall be inspected annually, but the frequency of such inspections may be reduced based on inspection records. Owners of private stormwater drainage systems shall be responsible for maintenance, inspection, and corrections. The City will perform periodic inspections of these same stormwater drainage systems.~~

~~2. When an inspection identifies an exceedance of the maintenance standard, maintenance shall be performed by the owner or person in control of the stormwater drainage systems within the following time period:~~

~~a. Within one year for wet pool facilities, infiltration facilities, and detention facilities including detention pipes, ponds, and valves;~~

~~b. Within six months for routine maintenance operations;~~

~~c. Within nine months for maintenance requiring revegetation; and~~

~~d. Within two years for maintenance that requires capital construction of less than \$25,000.00.~~

~~3. The Director or his or her designee may order corrective maintenance to occur within a specific time period.~~

~~4. The Director has unlimited access — at all reasonable times — to any property whenever the Director has reasonable cause to believe violations of TMC Chapter 14.30 are present or operating on a subject property, whenever necessary to make an inspection or perform activities to enforce any provisions of TMC Chapter 14.30, whenever necessary to monitor proper function of drainage facilities, or whenever the condition of a surface water system presents imminent hazard.~~

~~5. When the City has given a stormwater drainage system owner or person in control prior notification and the owner or person in control has failed to maintain such stormwater drainage system or when conditions make it impossible to give prior notice, the City may perform the required maintenance or repairs with the cost of said work assessed as a lien against the properties responsible for the maintenance. This action shall be in addition to any other enforcement provisions provided in TMC Chapter 14.30.~~

~~6. Maintenance of private stormwater drainage systems and implementation of best management practices are the responsibility of the owners and persons in control of the stormwater drainage systems.~~

~~7. If the property owner(s) or person in control does not maintain the stormwater drainage system as prescribed in the approved maintenance schedule, the Director may issue a written notice specifying the required actions and setting a time frame for completion of the specified actions. If these corrective actions are not performed in a timely manner, the City or a private contractor hired by the City may enter the property to perform the actions and bill the property owner(s) and/or person in control for the cost of the work. In the event the Director determines a hazard to public safety exists, written notice is not required.~~

Section 15. TMC Section 14.30.110 is hereby established to read as follows:

14.30.110 Maintenance Covenant Required for Stormwater Flow Control and Water Quality Treatment Facilities

A. Prior to the issuance of any permit for which a construction Stormwater Pollution Prevention Plan is required, the City shall require the applicant or property owner to complete and submit a Declaration of Covenant for Inspection and Maintenance of Stormwater Facilities and BMPs ("covenant") for the City's review and approval, warranting that the property owner will manage, inspect, and maintain the stormwater flow control and water quality treatment facilities per the conditions required by TMC Chapter 14.30 and the covenant.

1. At a minimum, the covenant shall describe the maintenance activities, spell out the frequency for each activity and state who performs and who pays for each activity.

2. The covenant shall provide unlimited access, at all reasonable times, to the stormwater drainage systems for inspection by the Public Works Department.

B. Once approved by the City, the covenant shall be signed by the applicant or property owner and promptly recorded on title with the King County Department of Records and Elections. A copy of the recorded covenant shall be provided to the Director prior to the final inspection.

C. The covenant shall be included in any instrument of conveyance of the subject property, shall run with the land, and shall be binding upon such owner's heirs, successors, and assigns.

Section 16. TMC Section 14.30.120 is hereby reenacted to read as follows:

14.30.120 Inspection and Maintenance Records

~~14.30.080.B New Facilities.~~

1A. For privately-owned stormwater drainage systems, the applicant shall provide a monitoring and maintenance schedule for the life of each stormwater drainage system or component thereof or best management practice resulting from the development. At a minimum, the schedule shall describe the maintenance activities, spell out the frequency for each activity and state who performs and who pays for each activity.

~~2B.~~ The monitoring and maintenance schedule shall provide unlimited access, at all reasonable times, to the stormwater drainage systems for inspection by the Public Works Department.

~~3C.~~ The Director shall review and approve the monitoring and maintenance schedule before the applicant records the schedule with King County Records.

~~4D.~~ Owners of projects distributing over one acre must maintain records of facility inspections and maintenance actions. Records shall be retained for a period of at least ten years. These maintenance records are to be provided to the City upon request.

~~5E.~~ For new residential developments in excess of 1 acre, additional inspections are required of all new flow control and water quality treatment facilities, including catch basins, every six months during the period of heaviest residential construction (i.e., 1 to 2 years following subdivision approval) to identify maintenance needs and enforce compliance with maintenance standards as needed. The City will perform periodic inspections of these same stormwater drainage systems.

Section 17. TMC Section 14.30.130 is hereby reenacted to read as follows:

~~14.30.090~~ **14.30.130 Special Drainage Fee**

When the City accepts stormwater drainage system infrastructure that requires upkeep in excess of normal maintenance, the City has the right to charge the benefiting parties a special drainage fee in addition to the City's normal surface water charge, as condition of turnover, in order to cover costs for this maintenance.

Section 18. TMC Section 14.30.140 is hereby reenacted to read as follows:

~~14.30.100~~ **14.30.140 Inlet Marking**

A. All new inlets and catch basin grates, public or private, shall be marked "No Dumping! Drains to Stream." In addition, a four-inch raised pavement marking that states "No Dumping—Drains to Streams" or equivalent as approved by the ~~Public Works~~ Director shall be installed.

B. Existing inlets and catch basin grates in areas being resurfaced or when being modified or replaced, shall be marked "No Dumping! Drains to Stream." In addition, a four-inch raised pavement marking that states "No Dumping—Drains to Streams" or equivalent as approved by the ~~Public Works~~ Director shall be installed.

C. ~~The marking~~ **Markings required by this section** shall meet the standard in the ~~City's~~ Development Guidelines and **Infrastructure** Design and Construction Standards.

Section 19. TMC Section 14.30.150 is hereby reenacted to read as follows:

~~14.30.140~~ **14.30.150 Trash and Waste Receptacles**

A. Restaurants, including food preparation facilities; facilities with an outdoor trash compactor; or facilities that have been determined to generate pollution or waste activities, shall have a dedicated, roof-covered trash enclosure that drains to a catch basin connected to a grease interceptor that drains to the sanitary sewer. The trash enclosure area shall be kept clean and contained and shall not drain to a storm drainage system.

B. Dumpsters and garbage and waste containers shall be leak-proof and kept closed or lidded at all times except when disposing of waste materials.

C. Grease storage containers shall be kept covered at all times and shall have spill containment. The area shall be kept clean and clear of any fats, oil or grease and shall not drain to a storm drainage system or sanitary sewer system.

Section 20. TMC Section 14.30.160 is hereby reenacted to read as follows:

~~14.30.120~~ **14.30.160 Financial Guarantees**

A. The ~~Public Works~~ Director may require from the applicant a surety, cash bond, irrevocable letter of credit or other means of financial guarantee acceptable to the City, prior to approving ~~the a~~ permit issued under TMC Chapter 14.30.

B. The amount of the financial guarantee shall not be less than the total estimated construction cost of all interim and permanent stormwater control facilities and shall not be fully released without final inspection and approval of completed work by the City.

C. For developments that may involve a risk of property damages or possible hazards, the Public Works Director may require the provision of financial guarantee (bond, note, letter of credit, etc.) with the City to mitigate damages should they occur. The following provisions shall apply in instances where such financial guarantees are required:

1. Such bond or other proof of financial guarantee shall not exceed 150% of the estimated cost of constructing and maintaining those improvements which are the source of the risk or potential hazard; provided that, in the case of surface water activities which do not involve expenditures at least equal to the cost of remedying the possible adverse impacts of such activities, the required financial guarantee shall be equal to City staff's best estimate of the possible cost directly associated with remedying the adverse impacts to public or private properties not associated with the development.

2. The amount of any financial guarantee shall not serve as a gauge or limit to the compensation collected from a property owner because of damages associated with any surface water activity.

D. The City shall retain the financial guarantee until the completion of any project involving surface water activity or following a prescribed trial maintenance period.

E. The City ~~of Tukwila~~ may redeem financial guarantees provided in accordance with this provision in whole or in part upon determination by the ~~Public Works~~ Director that any or all of the following circumstances exist:

1. Failure on the part of the party providing such financial guarantee to fully comply, within the time specified, with approved plans and/or any corrective or enforcement actions mandated by TMC Chapter 14.30; or,

2. Damages to public or private property arising from the activities for which the financial guarantee was required.

Section 21. TMC Section 14.30.170 is hereby reenacted to read as follows:

~~14.30.130~~ 14.30.170 Insurance

A. If, in the opinion of the ~~Public Works~~ Director, the risks to property or life and safety associated with a proposed development activity are substantial, ~~said official the~~ Director may require the ~~property~~ owner of the storm drainage system to purchase liability insurance coverage in the following minimum amounts:

1. Bodily injury liability - ~~\$1~~ \$3 million per occurrence.
2. Property damage liability - ~~\$1~~ \$3 million per occurrence.

B. The ~~Public Works~~ Director may require higher policy limits than set forth in TMC Section ~~14.30.120A~~ 14.30.170.A in those cases where the minimum amounts are deemed insufficient to cover possible risks.

C. All insurance policies obtained in accordance with ~~these provisions~~ TMC Section 14.30.170 shall name the City of Tukwila as an “additional insured,” and shall be written by a company licensed to do business in the State of Washington. Neither issuance of a permit, nor compliance with these provisions or any other conditions imposed by the City relieves any person from responsibility for damage to persons or property otherwise imposed by law, nor for damages in an amount greater than the insured amount. Issuance of a permit shall not form the basis of liability against the City for damages to persons or property arising from the development activities permitted by the City or otherwise undertaken by any person.

~~14.30.140~~ Exceptions

~~A. Requested by Applicant.~~

~~1. The Director may grant a written exception from any requirements of TMC Chapter 14.30 if there are exceptional circumstances applicable to the site such that strict adherence to the provisions contained herein will result in unnecessary hardship and not fulfill the purpose of TMC Chapter 14.30. The cost to design and construct the improvements shall not constitute hardship and shall not form the basis for an exception.~~

~~2. The applicant shall provide the Director a written request stating the specific exception sought and the reasons supporting the exception.~~

~~3.—The Director may grant an exception to TMC Chapter 14.30 only if all of the following criteria are met:~~

~~a.—Strict compliance with the provisions of TMC Chapter 14.30 may jeopardize project feasibility and reasonable use of property;~~

~~b.—Proposed drainage facilities are consistent with the purpose and intent of TMC Chapter 14.30;~~

~~c.—Granting the exception or standard reduction will not be detrimental to the public welfare, public safety, existing drainage systems or other property in the drainage basin; and~~

~~d.—The recommendation of a registered civil engineer supports the exception.~~

~~B.—Low-Impact Development.~~

~~1.—In order to achieve the City's goal of increasing the amount of development with less impervious surface, the Director may approve exceptions to Public Works standards, including street standards. Exceptions requiring approval under the land use codes, such as parking and landscaping, must be made to the Department of Community Development.~~

~~2.—The applicant shall provide justification for each exception and shall show that the project meets all other TMC requirements and that the project has a reasonable assurance of long-term success.~~

~~3.—Each exception shall be assessed on the following criteria:~~

~~a.—The result will compensate for or be comparable with surface water flow control and treatment that is in the public's interest;~~

~~b.—The exception contributes to and is consistent with achieving low effective impervious surface area within a development;~~

~~c.—The exception contains reasonable assurances that low effective impervious surfaces will be achieved and maintained;~~

~~d.—Granting of the exception will not threaten public health and safety;~~

~~e.—The exception meets or is consistent with generally accepted engineering design practices;~~

~~f.—The exception promotes one or more of the following:~~

~~(1) Innovative site or housing design;~~

~~(2) Increase in on-site surface water retention using native vegetation;~~

~~(3) Retention of at least 60% of natural vegetation conditions over the site;~~

~~(4) Improved on-site water quality beyond that required in current standards adopted by the City;~~

~~(5) Retention or recreation of predevelopment and/or natural hydrologic conditions to the maximum extent possible; and~~

~~(6) Reduction of effective impervious surface to lowest extent practicable.~~

~~g. The exceptions do not present significantly greater maintenance requirements at facilities that will eventually be transferred to the public ownership;~~

~~h. Covenant, conditions and restrictions necessary for native growth protection easements, impervious surface restrictions and other such critical features necessary for the exceptions will be recorded against and will be binding against all affected properties.~~

~~C. The Director may require a monitoring and evaluation plan in order to measure performance of specific elements in the exceptions.~~

~~D. The Director may require a performance bond for 150% of the installation cost of the exceptions.~~

~~E. The Director may require a two-year maintenance bond for 20% of the construction cost.~~

Section 22. TMC Section 14.30.180 is hereby established to read as follows:

14.30.180 Discharge Prohibitions

A. Prohibition of Illicit Discharges.

1. No person shall throw, drain or otherwise discharge or cause or allow others under its control to throw, drain, or otherwise discharge directly or indirectly into the stormwater drainage system and/or surface and groundwaters any materials other than stormwater.

2. Examples of prohibited contaminants include, but are not limited to, the following:

a. Trash or debris.

b. Construction materials.

c. Petroleum products, including but not limited to oil, gasoline, grease, fuel oil and heating oil.

d. Antifreeze and other automotive products.

e. Metals in either particulate or dissolved form.

f. Flammable or explosive material.

g. Radioactive material.

h. Batteries.

i. Acids, alkalis or bases.

j. Paints, stains, resins, lacquers or varnishes.

k. Degreasers, solvents or drain cleaners.

l. Pesticides, herbicides or fertilizers.

m. Steam cleaning wastes.

n. Soaps, detergents or ammonia.

o. Swimming pool or spa filter backwash.

p. Chlorine, bromine or other disinfectants.

q. Heated water.

r. Domestic animal waste.

s. Sewage.

t. Recreational vehicle waste.

u. Animal carcasses.

v. Food waste.

w. Bark and other fibrous materials.

x. Lawn clippings, leaves or branches.

y. Silt, sediment, concrete, cement, or gravel.

z. Chemicals not normally found in uncontaminated water.

aa. Any other process-associated discharge, except as otherwise allowed in TMC Section 14.30.190 and any hazardous material or waste not listed above.

B. Prohibition of Illicit Connections.

1. The construction, use, maintenance, or continued existence of illicit connections to the stormwater drainage system is prohibited.

2. This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

3. A person is considered to be in violation of this chapter if that person allows a currently-illicit stormwater drainage system connection to continue to exist.

Section 23. TMC Section 14.30.190 is hereby established to read as follows:

14.30.190 Allowable Discharges

The following types of discharges shall not be considered illicit discharges for the purposes of this chapter unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Diverted stream flows.

2. Rising groundwaters.
3. Uncontaminated groundwater infiltration, as defined in 40 Code of Federal Regulations (CFR) 35.2005(20).
4. Uncontaminated pumped groundwater.
5. Foundation drains.
6. Air conditioning condensation.
7. Irrigation water from agricultural sources that is comingled with urban stormwater.
8. Springs.
9. Water from crawl space pumps.
10. Footing drains.
11. Flows from riparian habitats and wetlands.
12. Discharges from emergency fire fighting activities

Section 24. TMC Section 14.30.200 is hereby established to read as follows:

14.30.200 Conditional Discharges

The following types of discharges shall not be considered illicit discharges for the purposes of this chapter if they meet the stated conditions or unless the Director determines that the type of discharge, whether singly or in combination with others, is causing or is likely to cause pollution of surface water or groundwater:

1. Potable water, including water from water line flushing, hyperchlorinated water line flushing, fire hydrant system flushing, and pipeline hydrostatic test water. Planned discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted to a level within the range of 6.5 and 8.5, if necessary, and in volumes and velocities controlled to prevent re-suspension of sediments in the stormwater system.

2. Lawn watering and other irrigation runoff are permitted but shall be minimized.

3. **De-chlorinated swimming pool discharges.** These discharges shall be de-chlorinated to a concentration of 0.1 ppm or less, pH-adjusted to a level within the range of 6.5 and 8.5, if necessary, and in volumes and velocities controlled to prevent resuspension of sediments in the stormwater system.

4. Street and sidewalk wash water, water used to control dust and routine external building wash-down that does not use detergents are permitted if the amount of street wash and dust control water used is minimized. At active construction sites, street sweeping must be performed prior to washing the street.

5. Non-stormwater discharges covered by another NPDES permit, provided the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted from the Director for any discharge to the stormwater drainage system.

6. **Other non-stormwater discharges.** The discharges shall be in compliance with the requirements of a Stormwater Pollution Prevention Plan (“SWPPP”) reviewed and approved by the City that addresses control of such discharges by applying AKART to prevent contaminants from entering surface or groundwater.

7. Storm system dye testing is allowable by the City and dye testing by others requires written notification to the City with approval from the Director.

Section 25. TMC Section 14.30.210 is hereby established to read as follows:

14.30.210 Best Management Practices

A. **Operational Source Control BMPs.** All activities with the potential to release pollutants directly or indirectly to the City’s stormwater drainage system must be mitigated by Source Control BMPs to prevent or reduce pollutants in runoff. For all discharges, property owners or persons in control shall implement operational Source Control BMPs to prevent or minimize pollutants from leaving a site or property and to prevent contaminants from coming in contact with stormwater.

B. **Additional BMPs.** Property owners or persons in control of sites with pollutant generating activities shall implement Source Control BMPs to the extent necessary to prevent prohibited discharges. If Operational Source Control BMPs are insufficient to prevent prohibited discharges, the Director may require the implementation of structural Source Control BMPs or treatment BMPs in accordance with the SPPM or SWDM.

Section 26. TMC Section 14.30.220 is hereby reenacted to read as follows:

14.30.150- 14.30.220 Liability

Liability for any adverse impacts or damages resulting from work performed in accordance with any permit issued on behalf of the City ~~of Tukwila~~ for the development of any site within the City limits shall be the sole responsibility of the applicant.

Section 27. TMC Section 14.30.230 is hereby established to read as follows:

14.30.230 Enforcement Authority, Procedure, and Penalties

A. The Director shall have the authority to issue an enforcement order to an owner or responsible party to abate an illicit discharge, and/or maintain or repair a component of a stormwater drainage system in accordance with the provisions of this chapter. The order shall include:

1. A description of the specific nature, extent, date, and time of the violation and the damage or potential damage that reasonably might occur;
2. A notice to cease and desist the violation or the potential violation and, in appropriate cases, the specific corrective actions to be taken; and
3. A reasonable time to comply, depending on the circumstances.

B. The Director may impose an inspection fee for any stormwater drainage system found not to be in compliance with this chapter. This inspection fee shall be independent of any current or future penalties that may be incurred by the property owner for noncompliance with this chapter. Inspection fees shall also be applied if the City is required to inspect a stormwater drainage system because the property owner failed to complete the required annual inspection. Inspection fees shall be in accordance with the fee schedule adopted by resolution of the City Council.

C. If the enforcement order is not adhered to, the City may provide such actions as needed to repair, restore or maintain the stormwater drainage system. If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. Under such circumstances no notice to the owner of the system shall be required.

D. The owner of the stormwater drainage system shall assume all responsibility for the cost of any maintenance and for repairs to the system . Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any work the City performs pursuant to TMC Section 14.30.230.D. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the city will be borne by the parties responsible for said reimbursements.

E. In the event the property owner fails to pay the City within 30 days from the date the costs were incurred, the City shall have the right to file a lien against the real property for all charges and expenses incurred. Such lien shall specify the expenses incurred, provide a legal description of the premises and will be filed with the County Auditor within 90 days from the date of the completion of the work. Payment may at any time thereafter be sought by foreclosure procedures of liens under the laws of the State of Washington.

F. Any person who violates or fails to comply with the requirements of this chapter or who fails to conform with the terms of an order issued by the Director shall be subject to a civil penalty as provided in TMC Chapter 8.45. Each day of continued violation shall constitute a separate violation for purposes of this penalty.

14.30.160 Penalties

~~The following penalties shall be applied in whole or in part for the violation of permit conditions or for the failure to obtain permits required for activities regulated by TMC Chapter 14.30. All remedies shall be considered cumulative in addition to any other lawful action. Each day that a violation of this code is committed or permitted to continue constitutes a separate offense to which both the civil and criminal penalties set forth below shall apply.~~

~~1. The violation of or failure to comply with any order or requirements made in accordance with the provisions of TMC Chapter 14.30 is a civil violation. The provisions of TMC Chapter 8.45 shall be used to enforce this code.~~

~~2. It shall not be a defense to the prosecution for failure to obtain a permit required under TMC Chapter 14.30 that a contractor, subcontractor, person with responsibility on a site or person authorizing or directing the work erroneously believed a permit had been issued to the property owner or any other person.~~

~~14.30.170 Abatement~~

~~The City may abate any surface water activity that is deemed a public nuisance and is performed in violation of TMC Chapter 14.30 or any lawful order or requirement of the Director~~

Section 28. TMC Section 14.30.240 is hereby reenacted to read as follows:

~~14.30.180- 14.30.240~~ **Injunctive Relief**

A. Whenever the City has reasonable cause to believe that any person is violating or threatening to violate TMC Chapter 14.30 or any rule or other provision adopted or issued pursuant to TMC Chapter 14.30, it may either before or after the institution of any other action or proceeding authorized by TMC Chapter 14.30 institute a civil action in the name of the City for injunctive relief to restrain the violation or threatened violation. Such action shall be brought in King County Superior Court.

B. The institution of an action for injunctive relief under TMC Chapter 14.30 shall not relieve any party to such proceedings from any penalty prescribed for violations of TMC Chapter 14.30.

Section 29. TMC Section 14.30.250 is hereby reenacted to read as follows:

~~14.30.190- 14.30.250~~ **Appeals**

The appeals process for/by any person aggrieved by the action of the City is provided under TMC Chapter 8.45, "Enforcement."

Section 30. Figures 14-4, 14-5 and 14-6 Amended. The following figures, as codified in TMC Chapter 14.30, "Surface Water Management," are hereby reenacted to read as shown on the figures attached herein.

Figure 14-4, Tukwila Terminology Equivalent to King County Terminology

Figure 14-5, Tukwila Municipal Code Equivalent to King County Code

Figure 14-6, Tukwila Maps Equivalent to King County Maps or Designation

Section 31. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 32. Corrections by City Clerk or Code Reviser Authorized. Upon approval of the City Attorney, the City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 33. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 34. Effective Date. This ordinance or a summary thereof shall be published in the official newspaper of the City, and shall take effect and be in full force five days after passage and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF TUKWILA, WASHINGTON, at a Special Meeting thereof this _____ day of _____, 2022.

ATTEST/AUTHENTICATED:

Christy O'Flaherty, MMC, City Clerk

Allan Ekberg, Mayor

APPROVED AS TO FORM BY:

Filed with the City Clerk: _____
Passed by the City Council: _____
Published: _____
Effective Date: _____
Ordinance Number: _____

Office of the City Attorney

- Attachments: Exhibit A - The 2021 King County Surface Water Design Manual
Exhibit B - The 2021 King County Stormwater Pollution Prevention Manual
Figure 14-4, Tukwila Terminology Equivalents to King County Terminology
Figure 14-5, Tukwila Municipal Code Equivalent to King County Code
Figure 14-6, Tukwila Maps Equivalent to King County Maps or Designation

Table 14.4 Tukwila Terminology Equivalents to King County Terminology	
King County Term	City of Tukwila Term
Agricultural Project	Term does not apply.
Critical Drainage Area	Critical Drainage Area means an area as determined by the City needing additional controls <u>beyond those in the SWDM</u> to address flooding, drainage and/or erosion condition that poses an imminent likelihood of harm to the welfare and safety of the surrounding community.
DDES ¹ / DPER	City of Tukwila Department of Community Development.
DNRP ¹	City of Tukwila Department of Community Development.
Director	City of Tukwila Public Works Director.
King County	City of Tukwila.
King County Road <u>Design and Construction Standards (KCRDCS)</u>	City of Tukwila Infrastructure Design and Construction Standards and the requirements of the City of Tukwila Public Works Department.
Water and Land Resource Division	City of Tukwila Public Works.
Zoning Classifications: Agriculture (A); Forest (F); Rural Area (Z) (RA)	These zoning classifications are intended for areas outside the Urban Growth Boundary; therefore the City of Tukwila contains no equivalent zoning. Refer to City of Tukwila zoning maps and designations.
¹ Other terms used in the KCSWDM to reference other King County staff or departments shall also refer to the City of Tukwila Department of Community Development.	

Table 14.5 Tukwila Municipal Code Equivalent to King County Code¹			
King County Code (KCC)	Description	Tukwila Municipal Code (TMC)	Description
KCC 2.98 <u>9.04.060</u>	Critical Drainage Areas	TMC 14.30	WATER AND SEWER – Stormwater Management
KCC 16.82	BUILDING AND CONSTRUCTION STANDARDS – Clearing and Grading	TMC 16.54	BUILDING AND CONSTRUCTION – Grading
KCC 21A.14	Development Standards Design Requirements	TMC 14.30	WATER AND SEWER – Stormwater Management
KCC 21A.24	Critical Areas	TMC 18.45	ZONING – Environmentally Sensitive Areas
KCC 21A.06	Technical Terms and Land Use Definitions	TMC 18.08	ZONING – Districts Established - Map
KCC 20.14	Basin Plans	TMC 14.30	WATER AND SEWER – Stormwater Management
KCC 25 <u>21A.25</u>	<u>Shorelines Management</u>	TMC 18.44	ZONING – Shoreline Overlay District
KCC 9	Surface Water, <u>Stormwater and Groundwater Management</u> General Provisions	TMC 14.30	WATER AND SEWER – Stormwater Management
KCC 9.02	Surface Water Runoff Policy	TMC 18.45	ZONING – Environmentally Sensitive Areas
KCC 9.04	Surface Water Management Program		
KCC 9.08	Water Quality Groundwater Protection		
KCC 9.12 KCC 9.14			
¹ This table identifies the main City municipal code chapters that contain information/requirements for the City where the SWDM references the King County code. There may be other instances where other City code chapters also apply.			

Table 14.6 Tukwila Maps Equivalent to King County Maps or Designation	
King County Map or Designation	City of Tukwila Map or Designation
Coal Mine Hazard Areas Map <u>Coal Mine Hazards</u>	Maps delineating landslide areas, steep slopes and coal mine hazard areas within Tukwila are available at the Department of Community Development service desk.
Landslide Hazard s Area and Landslide Drainage Areas Map <u>Hazards along King County river corridors</u>	Maps delineating landslide areas, steep slopes and coal mine hazard areas within Tukwila are available at the Department of Community Development service desk.
Water Quality Applications Map	Not applicable.
Aquatic areas (as defined in KCC 21A.06)	Maps delineating stream and wetland types and their associated buffers within Tukwila are available at the Department of Community Development service desk.
Wetlands (as defined in KCC 21A.06)	Maps delineating stream and wetland types and their associated buffers within Tukwila are available at the Department of Community Development service desk.
Seismic Hazard Areas	Defined and regulated through the Washington State Building Code.
Flood Hazard Area (as defined in KCC 21A.06)	Flood Plain Management will be regulated through TMC Section 16.52.
Steep Slope Hazard Area (no map referenced in the KCSWDM)	Maps delineating landslide areas, steep slopes and coal mine hazard areas within Tukwila are available at the Department of Community Development service desk.
Critical Aquifer Recharge Area (as defined in KCC 21A.06)	Not applicable.
Wildlife Habitat Conservation Area (as defined in KCC 21A.06)	Fish and wildlife habitat conservation areas will be regulated through TMC Chapter 18.44, Shoreline Overlay District, and the regulations in TMC Chapter 18.45 related to wetlands and watercourses.
Wildlife Habitat Networks (as defined in KCC 21A.06)	No equivalent.
All references in the SWDM to the Stormwater Pollution Prevention Manual shall mean and refer to the SPPM as adopted by the City of Tukwila pursuant to this Chapter 14.30 of the Tukwila Municipal Code.	

All references in the SPPM to the Stormwater Design Manual shall mean and refer to the SWDM as adopted by the City of Tukwila pursuant to this Chapter 14.30 of the Tukwila Municipal Code.
The definition of Critical Drainage Area in Chapter 1 of the SWDM is amended by striking “by administrative rule under the procedures specified in KCC 2.98.”
The reference in Section 1.1.2.4 of the SWDM to Urban Planned Development shall mean and refer to the equivalent such designation under the City of Tukwila Comprehensive Plan as determined by the City of Tukwila Community Development Director.
The note following the third sentence of Section 1.1.3 of the SWDM is stricken.
The last paragraph of Section 1.1.4 beginning with “Additional mitigation” is stricken.
The reference in Section 1.2.2 at paragraph 2 of the SWDM to KCC 21A.24.110 shall mean and refer to the applicable provision of Title 18 of the Tukwila Municipal Code.
All references to Critical Area Review in the SWDM and the SPPM shall mean and refer to Environmentally Sensitive-Critical Area Review pursuant to Title 18 of the Tukwila Municipal Code.
References in the SWDM and SPPM to Chapter 16.82 of the King County Code shall mean and refer to the clearing and grading provisions of Title 16 of the Tukwila Municipal Code.
Subsection F of Section 1.2.4.3 of the SWDM is omitted.
The reference in Section 1.2.7 to King County Ordinance 12020 shall mean and refer to the financial guarantee requirements of the applicable provisions of the Tukwila Municipal Code or the Public Works Surface Water Regulations and Procedures.
Section 1.4.4 of the SWDM is stricken and replaced with the following: All variances (“Adjustments”) from Chapter 14.30 of the TMC, the SWDM and the SPPM shall be governed by the procedures, standards and requirements set forth in Chapter 18.72 of the Tukwila Municipal Code, as it now exists or may hereafter be amended.
The reference in Section 1.4.5 of the SWDM to KCC 20.20 shall mean and refer to the applicable provisions of Title 18 of the Tukwila Municipal Code.
References to offices of King County shall mean and refer to the equivalent offices of the City of Tukwila.
Except when the context indicates otherwise, references in the SWDM and the SPPM to specific codes or sections of codes of King County, such as the King County critical areas code, shoreline management code, clearing and grading code, and road standards, shall mean and refer to the equivalent codes or sections of codes of the City of Tukwila.



INFORMATIONAL MEMORANDUM

TO: **Transportation and Infrastructure Services Committee**
 FROM: **Hari Ponnekanti, Public Works Director/ City Engineer**
 BY: **Joshua Hopkins, Surface Water Project Manager**
 CC: **Mayor Allan Ekberg**
 DATE: **June 3, 2022**
 SUBJECT: **Gilliam Creek Fish Barrier Removal and Habitat Enhancement Project No. 99830105**
Engineering and Design Consultant Selection and Agreement

ISSUE

Approve a contract with Otak to provide engineering and design services for the Gilliam Creek Fish Barrier Removal and Habitat Enhancement project in the amount of \$364,014.82.

BACKGROUND

The Gilliam Creek Fish Barrier Removal and Habitat Enhancement project was established as a City CIP project in 2019, it is a priority project with Water Resource Inventory (WRIA) 9 and the Salmon Recovery Fund Board. The primary goals of this project are to restore fish passage between Gilliam Creek and the Green River, enhance habitat, and maintain or improve flood protection. This contract will analyze three alternatives and establish the basis for developing a preferred alternative that will move forward to full design.

ANALYSIS

A Request for Proposals (RFP) for engineering and design services was advertised in the Daily Journal of Commerce and Seattle Times. Two firms submitted proposals. The proposals were scored according to predefined criteria by a selection committee. Otak’s proposal was the highest-ranking among committee members. The City has contracted with Otak for engineering and design services for the Riverton Creek Flap Gate Removal project and is currently under contract for the Stormwater Management Action Plan (SMAP). Staff have had positive experience and continue to be very satisfied with Otak’s work.

FISCAL IMPACT

Otak has provided a cost not to exceed \$364,014.82 to perform engineering and design services. The project costs are within the CIP 2021-2023 biennium budget. The City has also secured \$600,000.00 in grant funding from the King County Recreation and Conservation Office and King County Flood Control District. The received grants are sufficient to cover the costs of this contract.

	<u>Cost Estimate</u>		<u>2021-2023 Design Budget</u>
Design Contract	\$ 330,622.00	Grant Funding	\$600,000.00
Sales Tax (10.1%)	<u>33,392.82</u>		
Total	\$ 364,014.82		

RECOMMENDATION

Council is being asked to approve a consultant agreement with Otak in the amount of \$364,014.82 for engineering and design services for the Gilliam Creek Fish Barrier Removal and Habitat Enhancement project and consider this item on the Consent Agenda at the June 13, 2022, Special Council Meeting.

Attachments: 2021 CIP, page 85
Consultant Agreement & Exhibits

CITY OF TUKWILA CAPITAL PROJECT SUMMARY

2021 to 2026

PROJECT: Gilliam Creek Fish Barrier Removal Project No. 99830105

DESCRIPTION: Construct fish passage improvements at existing flap gate and restore salmonid habitat; replace flap gate which may include a self-regulating tide gate or flood wall.

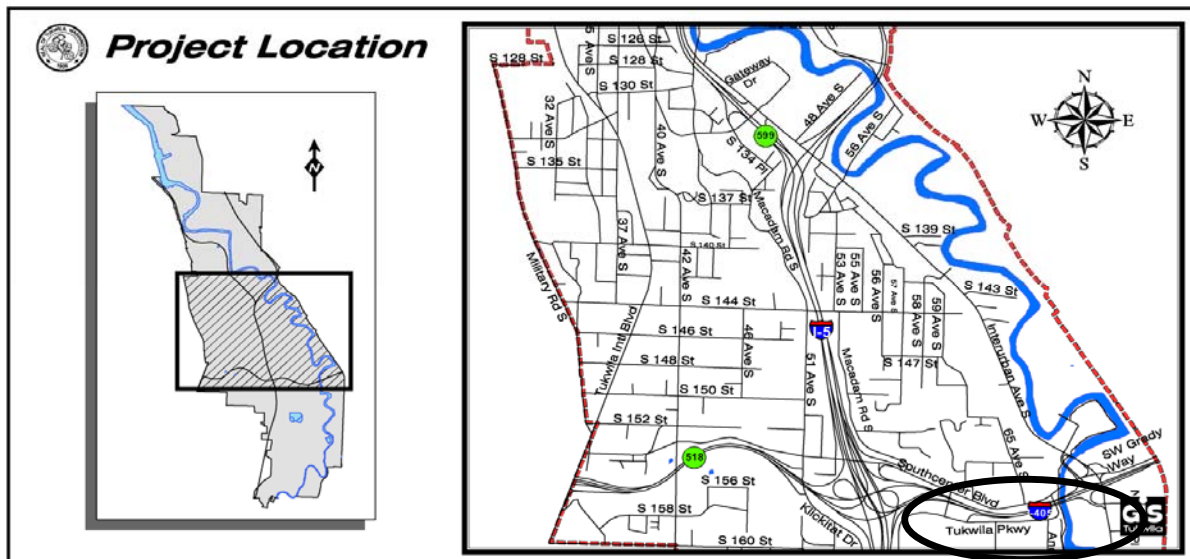
JUSTIFICATION: Enable fish access to lower Gilliam Creek under wider range of flow conditions; fish barrier per WDFW and City; WRIA 9 salmon habitat project.

STATUS: Analysis of lower Gilliam Creek is being conducted in 2018 to determine the best solution for fish passage and to address potential flooding.

MAINT. IMPACT: Likely a shift in maintenance commitments with potential elimination of flapgate maintenance.

COMMENT: In 2020, SRFB listed as Project of Concern, WRIA pulling funding from this cycle; BA Fish Barrier Board - scored 63 of 94; outcomes yet to be determined; \$100K allocated in CWM via WRIA 9.

FINANCIAL (in \$000's)	Through		Estimated							BEYOND	TOTAL
	2019	2020	2021	2022	2023	2024	2025	2026			
EXPENSES											
Design	60		936	536	405						1,937
Land (R/W)											0
Monitoring											0
Const. Mgmt.						752	400				1,152
Construction						5,200	2,000				7,200
TOTAL EXPENSES	60	0	936	536	405	5,952	2,400	0	0		10,289
FUND SOURCES											
Awarded Grant											0
Proposed Grant			708	350	258	4,760	1,000				7,076
Mitigation Actual											0
Mitigation Expected											0
City Oper. Revenue	60	0	228	186	147	1,192	1,400	0	0		3,213
TOTAL SOURCES	60	0	936	536	405	5,952	2,400	0	0		10,289





PROFESSIONAL SERVICES AGREEMENT

(Includes consultants, architects, engineers, accountants, and other professional services)

THIS AGREEMENT is entered into between the City of Tukwila, Washington, hereinafter referred to as “the City”, and OTAK, Inc., hereinafter referred to as “the Consultant”, in consideration of the mutual benefits, terms, and conditions hereinafter specified.

1. **Project Designation.** The Consultant is retained by the City to perform engineering and design services in connection with the project titled Gilliam Creek Fish Barrier Removal and Habitat Enhancement.
2. **Scope of Services.** The Consultant agrees to perform the services, identified on Exhibit “A” attached hereto, including the provision of all labor, materials, equipment and supplies.
3. **Duration of Agreement; Time for Performance.** This Agreement shall be in full force and effect for a period commencing upon execution and ending March 31, 2023, unless sooner terminated under the provisions hereinafter specified. Work under this Agreement shall commence upon written notice by the City to the Consultant to proceed. The Consultant shall perform all services and provide all work product required pursuant to this Agreement no later than March 31, 2023 unless an extension of such time is granted in writing by the City.
4. **Payment.** The Consultant shall be paid by the City for completed work and for services rendered under this Agreement as follows:
 - A. Payment for the work provided by the Consultant shall be made as provided on Exhibit “B” attached hereto, provided that the total amount of payment to the Consultant shall not exceed \$330,622.00 without express written modification of the Agreement signed by the City.
 - B. The Consultant may submit vouchers to the City once per month during the progress of the work for partial payment for that portion of the project completed to date. Such vouchers will be checked by the City and, upon approval thereof, payment shall be made to the Consultant in the amount approved.
 - C. Final payment of any balance due the Consultant of the total contract price earned will be made promptly upon its ascertainment and verification by the City after the completion of the work under this Agreement and its acceptance by the City.
 - D. Payment as provided in this section shall be full compensation for work performed, services rendered, and for all materials, supplies, equipment and incidentals necessary to complete the work.
 - E. The Consultant’s records and accounts pertaining to this Agreement are to be kept available for inspection by representatives of the City and the state of Washington for a period of three (3) years after final payments. Copies shall be made available upon request.

5. **Ownership and Use of Documents.** All documents, drawings, specifications and other materials produced by the Consultant in connection with the services rendered under this Agreement shall be the property of the City whether the project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Consultant's endeavors. The Consultant shall not be responsible for any use of the said documents, drawings, specifications or other materials by the City on any project other than the project specified in this Agreement.
6. **Compliance with Laws.** The Consultant shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services rendered under this Agreement.
7. **Indemnification.** The Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Insurance.** The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. Consultant's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. **Minimum Amounts and Scope of Insurance.** Consultant shall obtain insurance of the types and with the limits described below:

1. **Automobile Liability** insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident. Automobile Liability insurance shall cover all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. **Commercial General Liability** insurance with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. **Workers' Compensation** coverage as required by the Industrial Insurance laws of the State of Washington.

4. **Professional Liability** with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. Professional Liability insurance shall be appropriate to the Consultant's profession.
 - B. **Public Entity Full Availability of Contractor Limits.** If the Contractor maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Contractor.
 - C. **Other Insurance Provision.** The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not be contributed or combined with it.
 - D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
 - E. **Verification of Coverage.** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contractor before commencement of the work. Upon request by the City, the Consultant shall furnish certified copies of all required insurance policies, including endorsements, required in this Agreement and evidence of all subcontractors' coverage.
 - F. **Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation, within two business days of their receipt of such notice.
 - G. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
9. **Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.
 10. **Covenant Against Contingent Fees.** The Consultant warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this contract. For breach or violation of this warrant, the City shall have the right to annul this contract without liability, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

11. **Discrimination Prohibited.** Contractor, with regard to the work performed by it under this Agreement, will not discriminate on the grounds of race, religion, creed, color, national origin, age, veteran status, sex, sexual orientation, gender identity, marital status, political affiliation, the presence of any disability, or any other protected class status under state or federal law, in the selection and retention of employees or procurement of materials or supplies.
12. **Assignment.** The Consultant shall not sublet or assign any of the services covered by this Agreement without the express written consent of the City.
13. **Non-Waiver.** Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.
14. **Termination.**
 - A. The City reserves the right to terminate this Agreement at any time by giving ten (10) days written notice to the Consultant.
 - B. In the event of the death of a member, partner or officer of the Consultant, or any of its supervisory personnel assigned to the project, the surviving members of the Consultant hereby agree to complete the work under the terms of this Agreement, if requested to do so by the City. This section shall not be a bar to renegotiations of this Agreement between surviving members of the Consultant and the City, if the City so chooses.
15. **Applicable Law; Venue; Attorney's Fees.** This Agreement shall be subject to, and the Consultant shall at all times comply with, all applicable federal, state and local laws, regulations, and rules, including the provisions of the City of Tukwila Municipal Code and ordinances of the City of Tukwila. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit. Venue for any action arising from or related to this Agreement shall be exclusively in King County Superior Court.
16. **Severability and Survival.** If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
17. **Notices.** Notices to the City of Tukwila shall be sent to the following address:

City Clerk
City of Tukwila
6200 Southcenter Boulevard
Tukwila, WA 98188

Notices to Consultant shall be sent to the following address:

Otak
11241 Willow Rd NE, Suite 200
Redmond, WA 98052
18. **Entire Agreement; Modification.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the City and the Consultant and supersedes all prior negotiations, representations, or agreements written or oral. No amendment or modification of this Agreement shall be of any force or effect unless it is in writing and signed by the parties.

DATED this _____ day of _____, 20_____.

CITY OF TUKWILA

CONSULTANT

Allan Ekberg, Mayor

By: Russell Gaston

Printed Name: Russell Gaston

Title: Principal

Attest/Authenticated:

Approved as to Form:

City Clerk, Christy O'Flaherty

Office of the City Attorney

EXHIBIT A

SCOPE OF WORK DESIGN/ENGINEERING SERVICES

City of Tukwila

Gilliam Creek Fish Barrier Removal and Habitat Enhancement Project

OTAK Project No. 20610

May 24, 2022

Introduction and Background

The City plans to develop fish passage improvements to Gilliam Creek at the confluence of Gilliam Creek and the Green River at River Mile (RM) 12.5. The site extends approximately 675 feet upstream along Gilliam Creek. The project will remove fish barriers and restore fish access to Gilliam Creek while maintaining or improving existing flood protection. This project will restore access and shoreline habitat as part of a watershed-wide effort to restore ESA-listed Chinook salmon and will be designed to allow juvenile fish access between the creek and the river, which are tidally influenced. Habitat enhancements will occur both upstream and downstream of the existing culvert. The project will also address recreational, aesthetic and educational opportunities and constraints associated with the adjacent Green River Trail and trailside park area. The project area is constrained by local roads, I-405, regional and local utilities and commercial land use.

SCHEDULE: The anticipated project schedule is to have notice to proceed in late June and preferred alternative selected in November 2022. If requested, during the Alternatives Analysis, Otak will prepare a scope amendment for 30% Design of the preferred alternative that will continue from December 2022 into early 2023.

The Scope of Services is described in detail in the following sections.

1.0 Project Management and Coordination

1.1 Coordination with City

Otak will coordinate with the City of Tukwila on a regular basis by phone and email to keep the City's project manager informed about project progress, project issues and schedule. Otak will assist in scheduling project related meetings, reviews, and other coordination activities needed to keep the project moving forward. Regular communication with the City will occur on a bi-weekly basis, and a status report will be provided to the City before each meeting summarizing the status of action items and deliverables.

1.2 Preparation of Work Plan

Otak will prepare a preliminary Work Plan prior to the project kickoff meeting. The Work Plan will define project goals and design criteria, communications, deliverables, and quality control requirements. A project schedule (MS Project) will be developed and maintained as part of the Plan. The Work Plan will be updated after the project kickoff meeting, subject to comments received. The Plan will include a Risk Register that will summarize key issues that are at risk of impacting the scope and schedule and the mitigation strategy.

1.3 Meetings

This scope assumes a total of four (4) one and a half-hour online meetings between the City and Otak attended by three (3) Otak staff. The purpose of these meetings will be to discuss Otak's initial recommendations and key project issues that will guide the design. The meetings included within this Task do not include individual meetings identified in subsequent tasks below.

1.4 Project Monitoring and Reporting

Project monitoring and reporting will include the coordination of design team members, internal project scheduling, and the preparation of a monthly progress report and a monthly billing statement.

TASK 1 DELIVERABLES

- Weekly project reports submitted to the City by email (electronic PDF file format)
- Work Plan
- Schedule Updates
- Meeting minutes for up to four key meetings during Phase I to clarify and document project decisions
- Monthly progress report and monthly invoice

TASK 1 ASSUMPTIONS

- The duration for Phase I of the project is assumed not to extend beyond March 31, 2023. Project management services for Phase II of the project will be added later under the Phase II scope.
- Project schedules and work plans will be updated every two weeks.

2.0 Intake Review

2.1 Data Review and Desktop Assessment

Otak will obtain and provide a desktop assessment and evaluation of all available information from the City regarding the existing levee system, stream, roadway, and outfall; including but not limited to GIS data, design calculations, connecting stormwater conveyance, as-built drawings, maintenance records, etc. Otak will also review the preliminary design work performed at the site by others including:

- Hydrologic Model electronic files
- Hydraulic Model electronic files (HEC-RAS)
- Topographic survey information including ACAD electronic files
- Environmental Assessment Memos

As described under Task 5 below, we assume that the previous Hydrologic Model, by others, will be adequate for design and will only require updates by Otak. If the files are not able to be imported by Otak for updating, the City will be notified of additional work required for full development of new modeling files.

2.2 Initial Site Visit

An initial site visit to the project will be conducted to visually verify the site conditions and issues identified through the desktop review. This visit will include meeting onsite with the City engineering staff and/or maintenance personnel to discuss their observations about the facilities on-site. Initial site visit will include review of site conditions such as:

- Condition of existing infrastructure such as the culvert, flap gate, headwalls, and roadway retaining wall
- Existing channel stability
- Adjacent private/public improvements that will require restoration if disturbed
- Construction access issues

- Surface evidence of existing underground utilities
- Existing topography

To maximize efficiency, we assume that the field visits and on-site meetings with City staff for this Task can be performed on the same day.

The site visit will be attended by up to four Otak staff including a Hydraulic Engineer, Structural Engineer, Wetland Ecologist, and Geomorphologist.

3.0 Environmental/Permitting Support

3.1 Wetland and Stream Delineation and Habitat Assessment Report

Otak will conduct wetland and stream delineations and stream habitat assessment within the identified project area from the Green River to the next culvert upstream of and west of 66th Avenue South. Stream habitat will be characterized to document baseline conditions to support restoration design and permitting pathways for regulatory compliance. The delineated wetland boundaries and ordinary high water (OHW) line will be marked with flagging or wire flag stakes as appropriate, and surveyed by Otak. The area for the wetland and OHW flagging will extend 150 feet upstream and downstream from the tide gate along the left bank of the Green River, and west of 66th Avenue South along Gilliam Creek up to the next culvert and between I-405 and Tukwila Boulevard.

Wetlands will be delineated using the Corps of Engineers Wetlands Delineation Manual (1987) as amended, and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Western Mountains Valleys, and Coast Region (2010) as required by King County, WDFW, Ecology, and the Corps of Engineers. All delineated wetlands will be rated using the Washington State Wetland Rating System for Western Washington – 2014 Update (Ecology Publication No. 14-06-029) to classify wetlands and determine buffer widths per the City of Tukwila’s critical areas ordinance (TMC 18.45). The OHW line on the Green River and Gilliam Creek will be delineated in accordance with USACE Regulatory Guidance Letter 05-05 (Ordinary High Water Mark Identification) and Determining the Ordinary High Water Mark for Shoreline Management Act Compliance in Washington State (Ecology 2016).

Stream habitat surveys will be conducted on Gilliam Creek to document existing conditions using methods modified from Timber, Fish, and Wildlife protocols (Schuett-Hames, et al. 1999). Quantitative and qualitative field measurements will be recorded to assess habitat unit complexity, wood quantity and dimensions, spawning gravel, pool quality, canopy cover, and channel geometry.

Otak will prepare a Wetland and Stream Delineation and Habitat Assessment Report in accordance with state and federal standards, including special flood hazard areas, wetlands, and fish and wildlife habitat conservation areas (FWHCAs).

3.2 Permitting and Environmental Review Memorandum

Otak will prepare a Permitting and Environmental Review Memorandum (PERM) based on the preliminary design for the project. The PERM will include a summary of existing conditions and describe anticipated impacts to regulated environmental areas. A regulatory compliance and permit strategy for local, state, and federal agencies will be developed to authorize future construction. The PERM will address scheduling implications and assess mitigation needs based on project impacts for mitigation planning prior to submitting applications. The PERM will also address strategies for compliance with the Endangered Species Act, Magnusson Stevens Fisheries Act, and Section 106 of the National Historic Preservation Act. Potential for a Fish Habitat Enhancement Project designation will be evaluated. This task includes coordinating with the USACE regarding the applicability of “Section 408” for work on federally authorized projects as required under the Rivers and Harbors Act of 1899.

- Surface evidence of existing underground utilities
- Existing topography

To maximize efficiency, we assume that the field visits and on-site meetings with City staff for this Task can be performed on the same day.

The site visit will be attended by up to four Otak staff including a Hydraulic Engineer, Structural Engineer, Wetland Ecologist, and Geomorphologist.

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3.3 Impacts Assessment for Mitigation Planning

Otak will prepare an impacts assessment based on the preferred alternative and a conceptual mitigation/restoration plan to satisfy regulatory requirements regarding no net loss of resource functions. The project design is anticipated to include stream restoration components that will be compatible with special flood hazard area standards. The conceptual mitigation plan will include a restoration analysis per permitting requirements, and is intended for internal planning purposes only. The conceptual mitigation plan will be prepared as a technical memorandum; permit application drawings are not included in this task.

On-site mitigation opportunities will be identified in the tributary corridor for the conceptual mitigation plan.

Construction in-water work methods will be incorporated, such as timing restrictions and work area isolation to minimize potential adverse impacts to aquatic resources in the tributary. The conceptual mitigation plan will document avoidance and minimization measures taken during development of the preliminary design to reduce project impacts to wetland and stream habitats.

3.4 Geomorphic Assessment

3.4.1 Background Data Collection and Review

Otak personnel will review available data and information and perform a field assessment to document existing geomorphic conditions and collect field measurements at the road crossing, in the immediate area upstream and downstream of the crossing. A suitable reference reach is not anticipated at the site due to the modified channel conditions. Otak will collect bankfull width measurements. Due to tidal influence and the tide gate at the River, the natural conditions tidal prism, and tidal channel development width will be considered when recommending a channel width.

Prior to the site geomorphic field assessment (Task 3.4.2), Otak personnel will compile and review available data and background information applicable to the crossing site. This may include information such as historical aerial photographs, Government Land Office (GLO) maps, LiDAR imaging, surficial geology, FEMA flood maps, DNR hydrography information, topographic survey, and soils information.

3.4.2 Geomorphic Field Assessment

A geomorphic field assessment will be conducted by Otak personnel. This assessment includes qualitative and/or quantitative evaluations of: bed material (type), particle size distribution (pebble counts), sediment transport setting, channel morphology, large woody material (LWM) occurrence, channel migration potential, riparian conditions, bankfull widths, beaver activity and man-made channel alterations/constraints and hydraulic controls. In addition, the reference reach will be field located, if applicable. Conditions will be evaluated upstream and downstream of the crossing, and within the reference reach.

This field data will be used to inform the:

- Bed material characteristics
- Channel geometry dimensions and bed slope
- Channel morphology
- Reach-scale channel processes including sediment sources, deposition and erosion
- Relative abundance of large and small woody material and their effects on channel stability and planform

The field conditions and assessment will be summarized in the Geomorphic Assessment Memorandum (Task 3.4.4).

3.4.3 Bankfull Width Memorandum

Otak will collect up to ten bankfull width (BFW) measurements within the project site during the geomorphic field assessment. The BFWs will be flagged in the field for subsequent location and measurement confirmation with

the agencies and Tribes. Upon completion of the field BFW collections, a draft memorandum will be prepared summarizing the BFW locations and field measurements. This memorandum will serve as the basis for the BFW site concurrence meeting and will be provided to the agencies and Tribes prior to the site visit.

Otak will facilitate the on-site meeting with the agencies and Tribes (See Task 9.2). Review and agreement of BFWs will occur during this on-site meeting. The BFW agreed upon by the agencies and Tribes during the on-site field concurrence meeting will be presented in the final BFW memorandum and incorporated into the fish passage and habitat enhancement design.

3.4.4 Geomorphic Assessment Memorandum

Otak will prepare a draft geomorphic assessment memorandum. This memorandum will summarize the existing geomorphic conditions at the site, based on the background data review and field data collection. In addition, this memorandum will provide the geomorphic recommendations to support the structure design including recommended bed material sizing, channel dimensions and planform, bed slope and large woody material. The final BFW memorandum will be attached as an appendix to this memorandum.

TASK 3.4 DELIVERABLES

- Bankfull Width Memorandum (Draft and Final, electronic PDF file format)
- Geomorphic Assessment Memorandum (Draft and Final, electronic PDF file format)

TASK 3.4 ASSUMPTIONS

- The City will request right-of-entry from property owners to perform the required field work along the tributary/stream.
- Two Otak personnel will conduct a one-day site assessment of the project area.
- Up to ten BFWs will be flagged for concurrence by the Agencies and Tribes during an on-site meeting.
- It is assumed that pebble counts will not apply due to the sand or silt dominated reaches, and streambed materials will be documented visually and photographed.
- City will provide one list of consolidated comments on the draft Geomorphic Assessment memorandum that will be addressed and incorporated into the final memorandum.

3.5 Cultural Resources (Subconsultant – Cultural Resource Consultants)

As a subconsultant to Otak, Cultural Resource Consultants (CRC), will prepare a Cultural Resources Assessment with the following components:

- CRC will conduct a search of site files recorded at Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical information appropriate to the project area from a variety of available resources.
- CRC will contact the cultural resources staff of tribes that may have an interest in the project area. This communication is intended to inform the cultural resources assessment and does not constitute government-to-government consultation.
- CRC will provide a field investigation of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.
- CRC will monitor during geotechnical explorations (two borings anticipated) in order to observe subsurface conditions near the proposed culvert removal.

- CRC will document and record archaeological and historic sites within the project area, including preparation of Washington State archaeological and/or historic site(s) forms. Documentation will be consistent with DAHP standards.
- CRC will prepare a technical memo describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of findings, including maps and photographs, and will conform to DAHP reporting standards. Report and support materials will be provided electronically.

TASK 3 DELIVERABLES

- Wetland and Stream Delineation and Habitat Assessment Report (Draft and Final, electronic PDF file format)
- Permitting and Environmental Review Memorandum (PERM) (Draft and Final, electronic PDF file format)
- Site meeting with WDFW, Tribes, City of Tukwila, and Otak for bankfull widths and coordination, and responses to agency and tribal comments
- Memorandum documenting site meeting notes (electronic PDF file format)
- Impacts Assessment and Conceptual Mitigation Plan Memorandum (Draft and Final, electronic PDF file format)
- Cultural Resources Assessment Memorandum (Draft and Final, electronic PDF file format)

TASK 3 ASSUMPTIONS

- A final Critical Areas Report (CAR) per TMC 18.45.040 with baseline conditions, project impacts, and mitigation plan will not be completed as a part of this scope since this would be completed closer to 60 percent design.
- The City will request right-of-entry from property owners to perform the required field work.
- Documentation for compliance with the Endangered Species Act is not included in this Scope of Services.
- A SEPA Checklist for SEPA compliance is not included in this Scope of Services.
- The JARPA form or figures preparation is not included in this Scope of Services.
- This task assumes one round of review comments by the City prior to Otak finalizing the delineation and habitat assessment report, PERM, impacts and mitigation plan memorandum.
- The Impacts Assessment and Conceptual Mitigation Plan will be prepared for one design alternative, identified as the preferred alternative.
- A mitigation plan for permit applications is not included in this Scope of Services.

4.0 Topographic Survey and Basemap

4.1 Topographic Surveying and Mapping

Otak will provide topographic surveying and mapping within the project area and adjacent areas to the extents as shown on the figure in Attachment A. Within the Gilliam Creek channel area outside of the roadways, east of 66th Ave S and north of Tukwila Parkway and south of I-405, Otak will review and utilize recent WSDOT electronic survey data and incorporate into the project basemap. We assume that the WSDOT data will be adequate for topography within the channel area described above and will not require supplemental survey shots by Otak.

If the WSDOT files are not suitable for full topography within the Gilliam Creek channel area described above, the City will be notified of additional work required for full development of survey and basemap preparation within this area.

Wetland and ordinary high water flags placed by Otak in Task 3 will be surveyed.

The topographic survey requirements include the following:

- Vertical Datum: NAVD 88
- Horizontal Datum: State Plane Coordinates (Washington North Zone, NAD 83/91 adjustment)
- Contours at a maximum interval of 1'
- TIN surface
- Road centerline alignment
- Surface features:
 - Ditch centerline
 - Top/Toe of slopes
 - Channel thalweg
 - Top of bank
 - Toe of bank
 - Culvert invert elevations
 - Catch basins with pipe inverts and diameters
 - Location of all utilities and junction boxes in the project area
 - Utility poles
 - Edge of asphalt
 - Edge of gravel
 - Edge of concrete
 - Road centerline
 - Road striping
 - Vegetation including trees, shrubs, and planters.
 - Rockeries and retaining walls
 - Fences
 - Driveways
 - Mailboxes
 - Signs

Mapping shall be consistent with City of Tukwila Infrastructure Design and Construction standards.

4.2 Right-of-way Survey

Otak will prepare a right-of-way survey file based on property records review and field monuments. Property lines for those properties within the vicinity of the project will be researched. The Record of Survey and a lot closure report documenting all dimensions shown on the survey will be submitted to the City for review prior to recording. The following Items are required on the Survey:

- Found Monuments-Section/Plat/Road
- Descriptions of monuments
- Monuments looked for but not found
- Section subdivision if applicable
- Existing right-of-way centerline
- Existing right-of-way lines
- Outline and deed number for existing right-of-way deeds
- Survey note stating the history that established the right-of-way
- References
- Road name

- Road log number
- Right-of-way width
- Parcel lines of adjoining parcels (based on King County tax parcel lines unless otherwise noted)
- Name and auditor's file number of adjoining plats
- Parcel number of adjoining platted lots

TASK 4 DELIVERABLES

- Topographic Base Map (Scale 1" = 20 feet) with one-foot contour intervals (AutoCAD DWG file format)
- Existing Right-of-way CAD file (AutoCAD file format)

TASK 4 ASSUMPTIONS

- The extents of topographic survey and mapping for the stream and adjacent infrastructure are shown on Attachment A. The extents include the shoulder area of I-405 north of Gilliam Creek and west of 66th Ave A. and the 66th Ave S. roadway as indicated. The extents also include the southeast corner of the intersection of 66th Ave S. and Andover Park E and a portion of the parking lot on private property at 90 Andover Park E (Holiday Inn Express Hotel).
- The City will obtain right-of-entry for the parcels for the area of survey.

5.0 Hydrology and Hydraulics

5.1 Hydrologic Analyses

Otak will review the hydrology in the existing HSPF (Hydrologic Simulation Program Fortran) model provided by the City for Gilliam Creek at the project site location. It is assumed that the existing model includes all inputs needed for modeling the proposed stream system including precipitation, sub-catchment areas, and land use associated with the existing conditions. Otak will import the HSPF model into the Western Washington Hydrologic Model (WWHM2012) to produce a continuous time series of runoff data from the drainage basin. The continuous time series of runoff and associated peak rates will become the hydrologic input for the hydraulic analyses to be performed.

A climate resiliency calculation will be performed for the flow frequency results from the HSPF modeling effort in order to determine possible future flows for the study site. The WDFW Designing Climate Change-Resilient Culverts tool will be used to estimate the scaling factor to apply to the 100-year return period flow.

5.2 Hydrologic Documentation

Otak will prepare documentation for the hydrologic analysis that will be included in the Hydrologic and Hydraulic (H&H) memorandum. The final H&H memorandum shall be sealed by a Professional Engineer licensed in the State of Washington. The hydrologic documentation will follow the following outline:

- Annual peak flow analysis for return periods ranging from the 2-year to the 500-year.
- Seasonal peak flow analysis for a two-month (July 1 to August 31), and a three-month (July 1 to September 30) period for the purposes of determining construction bypass flows.
- Flow duration curves at select locations.
- Climate Resiliency calculation for the study site.
- Electronic files for:
 - Hydrologic models

- GIS files
- Survey files
- Model schematics

5.3 Hydraulic Modeling

5.3.1 Alternatives Analysis Modeling

A previous hydraulic analysis was conducted by others to evaluate fish passage performance of Conceptual Option 1 (Retrofit Flapgate in-place) The analysis was run utilizing the one-dimensional HEC-RAS hydraulic model for a 13-year period with observed river and simulated local inflow. A statistical analysis was performed during critical fish passage durations to account for interaction of Gilliam Creek and the Green River.

Otak will review the existing one-dimensional HEC-RAS model for the existing and proposed conditions from conceptual design, provided by the City. It is assumed that the statistical analysis to determine critical flow conditions for fish passage assessment will not be available.

Otak will perform a statistical analysis of the time series data from the NHC hydraulic analysis to develop the joint probability of flows in Gilliam Creek and stages on the Green River. This will provide a range of plausible flow scenarios for the hydraulic analysis of Riverton Creek at the confluence.

Otak will develop a proposed conditions model for an additional two proposed conceptual alternatives for comparison. The results of the models in regard to fish passage criteria will be presented in the Alternatives Analysis Matrix under Task 6.

5.3.2 Preferred Alternative Modeling

Once the preferred alternative is selected and full site topographic survey has been completed for the upstream reach and the confluence with the Green River under Task 4.2, an existing conditions model will be developed using the Federal Highway Administration (FHWA) and U.S. Bureau of Reclamation's SRH-2D software (2020). A proposed conditions model for the preferred alternative will also be developed in SRH-2D.

Steady-state inflow boundary conditions will be used based on HSPF modeled peak flows or flow duration curves, and the models will be run over a long enough simulation time to establish steady-state hydraulic grade lines.

Due to the influence of tidal conditions, downstream boundary conditions including a high tide and a low tide condition will be evaluated as a part of the hydraulic model. The evaluation will also include an estimated sea level rise downstream condition to provide an evaluation of resiliency for climate change.

The evaluation of the hydraulic conditions from existing to proposed conditions will include the change in water surface elevations, depths, velocities, shear stresses, potential upstream and downstream impacts from improving conveyance. The proposed water surface elevations will be used to establish the minimum height for the culvert replacement based on freeboard and debris clearance. The velocity results will be used to inform the design about potential fish-passage conditions, stream channel stability, and wood structure placement for the stream improvements.

A stable channel analysis will be performed following accepted methods in WDFW Water Crossing Design guidelines and habitat restoration guidelines. Using results from the hydraulic analysis, Otak will perform calculations to understand the vertical and lateral stability of the existing channel and how the stability might be affected by the proposed design. Incipient motion calculations will be performed to identify the range of flows over

which the bed material will be mobile. The reach-average stream power from the existing and proposed conditions hydraulic model results will be compared to understand potential areas of erosion or sediment deposition in the stream channel post-project.

The results of the analysis will be used to evaluate the width of the crossing structure following guidance in the WDFW WCDG's for fish-passable structures and Appendix D for Tidally Influenced Crossings.

The WSDOT Log Metrics Calculator spreadsheet will be used to compare the proposed wood design to target wood volumes. Wood stability calculations will be performed using the USFS Computational Design Tool for Evaluating the Stability of Large Wood Structures, version 1.2. The preliminary wood stability calculations will be submitted with the 30% PS&E.

Scour calculations will be performed at the culvert crossing for the design event (100-year flow), and check event (500-year flow), in accordance with the FHWA Hydraulic Engineering Circular (HEC) 18, Evaluating Scour at Bridges.

5.4 Hydraulic Documentation

Otak will prepare hydraulic documentation that summarizes the findings and conclusions from the hydraulic analysis completed in Task 5.3. The hydraulic documentation will be included in the H&H memorandum described in Task 5.2. The memorandum will summarize the following topics:

- Hydrologic flow rates used in the hydraulic analyses
- Hydraulic conditions including water surface elevations, depths, and flow velocities under existing and proposed conditions
- Tidal conditions and boundary conditions from the influence of the tide gate system, and river
- Estimated sea level rise effects at the crossing structure
- Potential impacts to upstream and downstream properties, including changes to flows, velocities, and water surface elevations
- Channel stability calculations
- Potential areas of channel erosion, sediment deposition
- Calculated scour depths at the culvert crossing (100-year, and 500-year event)

A draft and final H&H memorandum will be submitted to the City. The final H&H memorandum shall be sealed by a Professional Engineer licensed in the State of Washington. The final H&H memorandum will be included with the Project Design Report.

TASK 5 DELIVERABLES

- Hydrologic and Hydraulic Memorandum (Draft and Final, electronic PDF file format)
- Hydrologic Model electronic files (WWHM or similar HSPF format), supporting GIS data files
- Hydraulic Model files (SRH-2D electronic file format)

TASK 5 ASSUMPTIONS

- An F-Table will be developed at the drainage subbasin scale for routing flows within the stream channel. It is assumed that no other F-Tables will be required or developed for routing flows through detention structures upstream of the site.
- SRH-2D software will be used for development of the 30% hydraulic model.

- The model domain will extend approximately 680' upstream from existing culvert inlet and 50' downstream of existing culvert outlet based on topographic survey data.
- Velocities and stream power will be used to perform a qualitative assessment of potential erosion and deposition under proposed conditions, and no quantitative sediment transport calculations will be performed.

6.0 Alternatives Analysis

6.1 Alternatives Development and Comparison

Engineering estimates of anticipated construction costs will be prepared at the conceptual alternatives level. Estimates will be prepared using historical unit prices from similar projects, other current cost data, and recent City projects.

Otak will develop up to three alternative concepts for the culvert replacement. Information collected from the desktop review and field assessment for targeted fish species, fish access, and potential habitat gain will be used to develop the potential alternatives for the stream crossings and habitat improvements. The proposed alternatives will follow guidelines from the WDFW Water Crossing Design Guidelines for fish-passage structures and Appendix D for Tidally Influenced Crossings where appropriate. The alternative concepts will include:

- Description of each alternative
- An Alternative matrix with evaluation criteria
- A preliminary exhibit for each alternative, showing the stream horizontal alignment and vertical profile
- Planning level cost estimate

The evaluation criteria for the Alternative matrix will include fish passage and habitat, flood protection, structure type and size, potential utility relocation, construction considerations such as sequencing and temporary road bypass, opportunity for park and educational features, environmental impacts and permitting, and cost. A recommendation will be provided for the preferred alternative.

A site visit during this task is estimated to verify field conditions related to the proposed solution elements. The site visit will be attended by up to five Otak staff.

The hydraulic modeling to assess the effects of the solutions will be performed under Task 5.3.1.

Otak will submit the comparison matrix and conceptual drawings to the City for review and will then hold a meeting at the City to review. Otak will provide a recommended alternative and through discussions with the City, a preferred alternative will be selected. The preferred alternative will be advanced to 30% Design after approval of a future Scope Amendment for final design.

6.2 Alternatives Cost Estimation

Engineering estimates of anticipated construction costs will be prepared for each of the conceptual alternatives to a planning level. Estimates will be prepared using historical unit prices from similar projects, other current cost data, and recent City projects.

TASK 6.0 DELIVERABLES

- Conceptual plans and details for up to three alternatives (pdf)
- Alternatives Comparison Matrix (pdf)
- Planning Level Cost Est for each Alternative (pdf)

TASK 6.0 ASSUMPTIONS

- Alternatives are required to be in compliance with the 2021 King County Surface Water Design Manual as adopted by the City of Tukwila.
- Alternatives are required to be in compliance with the City of Tukwila Infrastructure Design and Construction Standards.
- The three alternatives will be similar to preliminary work by others:
 - Option 1 Culvert only (structures: head wall, wing wall, assess impact to existing roadway wall)
 - Option 2 Road Culvert & Trail Bridge (structures: culvert head wall, culvert wing wall, assess impact to existing roadway wall, trail bridge Type Size & Location, TS&L)
 - Option 3 Road Bridge & Trail Bridge (structures: assess impact to existing roadway wall, road bridge TS&L). Assumes Trail Bridge TS&L from Option 2 mostly, if not completely, applicable.
- If the Alternatives vary significantly from the conceptual options, by others, such as moving the levee back, a request will be made for authorization of management reserve funds to increase the Alternatives Analysis scope.

7.0 Geotechnical Services (Landau Associates, Inc.)

7.1 Phase 1 Geotechnical Investigation

The geotechnical subconsultant Scope of Services is included in Attachment B.

8.0 Utility Coordination

8.1 Franchise Utility Coordination

Otak will request as-built drawings and use data collected from the utility locates and topographic survey to verify the location of existing facilities. Otak will prepare a spreadsheet/matrix summarizing utility conflict locations and actions to be taken. Permit requirements for each location will be included in the matrix. This document will be updated whenever new information becomes available to assure that all utility coordination activities are tracked. Otak will also prepare a Comprehensive Utility Coordination Plan to show all existing and proposed utilities within the Corridor.

Otak will begin communications with franchise utility companies (power, gas, telecommunications, water and sewer, etc.) following the selection of a preferred concept alternative by the City, to verify locations of existing facilities and to discuss any potential relocation requirements, cost, schedule and recommendations on location of new facilities. It is anticipated that up to three (3) utility coordination meetings will occur with franchise or City utilities that are determined to have conflicts or require relocation.

TASK 8.1 DELIVERABLES

- Utility Coordination Plan
- Utility Coordination Tracking Matrix

TASK 8.1 ASSUMPTIONS

- Design of relocated utilities will be at franchise utility's expense and is not included in this scope.
- Potholing of utilities to verify the underground location is not included in this scope but is recommended to be performed after 30% design.

9.0 Stakeholder Engagement

9.1 Stakeholder Engagement Plan

Otak will develop a draft strategy at the outset of the project that includes the purpose and objectives to be achieved by the engagement, the entities to be engaged and informed during the project, activities and a timeline for engagement that aligns with the project schedule and key milestones, and specific responsibilities for engagement. The engagement plan will follow the “Informed Consent” model for community engagement. The community and stakeholder engagement lead and project manager will meet with City of Tukwila staff to review and discuss the strategy. After beginning the alternatives analysis under Task 6.0 and identifying the potential extent of improvements, Otak will then finalize the strategy based on input from City staff.

This scope assumes a total of two (2) one and a half-hour online meetings between the City and Otak attended by two (2) Otak staff. The purpose of these meetings will be to discuss Otak’s initial recommendations and key stakeholder issues that will guide the design.

9.2 Agency and Stakeholder Coordination

At the City’s request, Otak will support the City in coordination with agencies, tribal representatives, and stakeholders to address project designs and respond to comments. Otak will review and provide available information from previous data collected at the site to as requested.

As part of this task, Otak will participate in an on-site meeting with representatives from the City of Tukwila, WDFW, Tribal representatives, and Otak to review the project goals, components, and habitat restoration benefits, and perform bankfull width measurements.

Otak will coordinate with the City, WDFW and the Tribes to identify any potential reference reaches or appropriate bankfull width measurement locations. Otak will prepare memoranda to document site meeting notes. Otak will prepare email correspondence and memoranda to respond to comments received from the Tribes and agencies. As the level of effort for comment responses and coordination cannot be quantified at this time, a total level of effort of 40 hours of staff time is assumed for this scope task.

Otak will attend up to four meetings with the WSDOT Design team working on Gilliam Creek Crossing Improvements upstream.

TASK 9.0 DELIVERABLES

- Draft Stakeholder Engagement Plan (pdf)
- Final Stakeholder Engagement Plan (pdf)

TASK 9.0 ASSUMPTIONS

- The City will provide title reports and property owner information for key properties identified through the alternatives analysis.
- The City will provide any available information from past discussions with property owners in the project area regarding the flooding issues.

Management Reserve

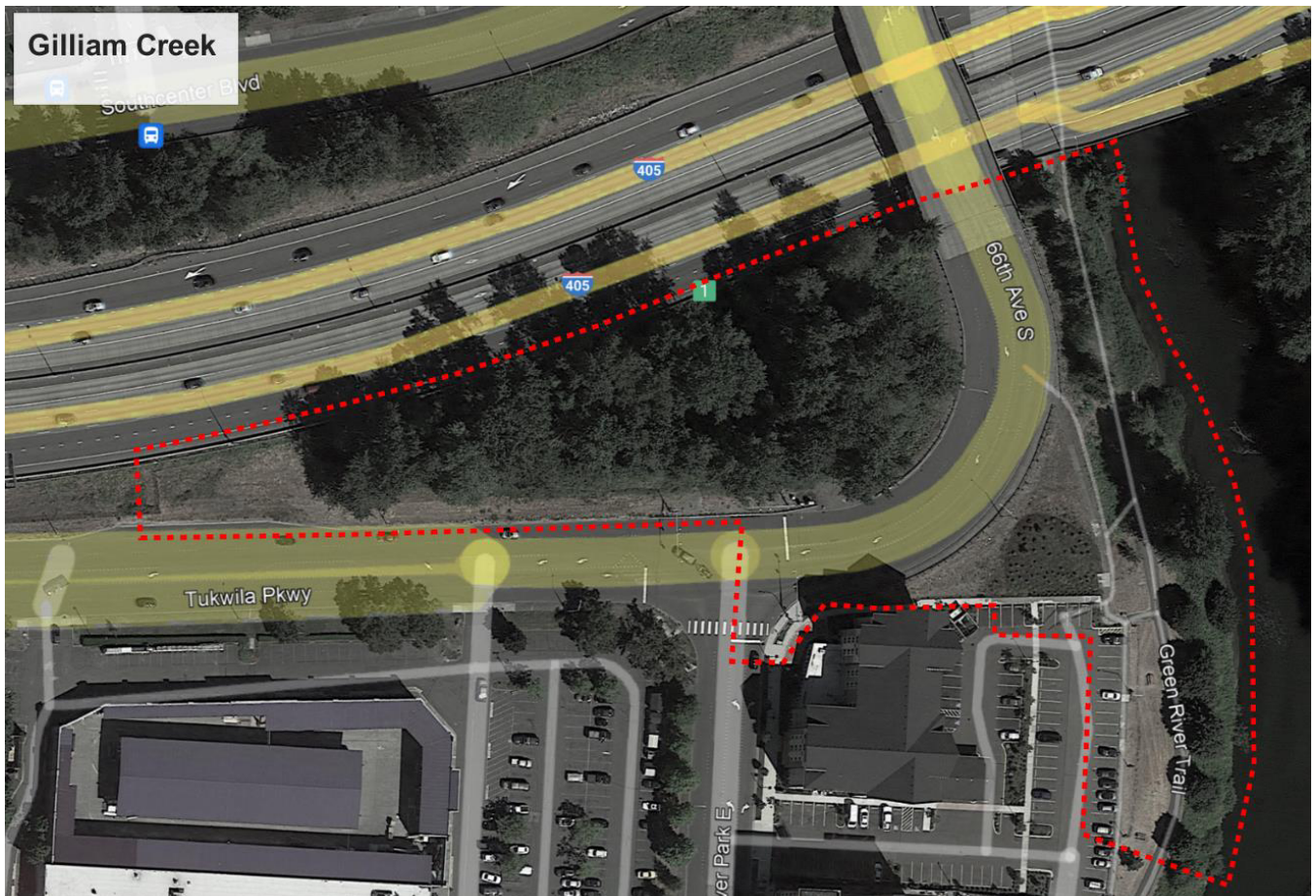
If directed by the City, consultant will provide services needed to assist the City for unforeseen tasks related to this project that were not specifically addressed in this scope of work. When requested by the City, the consultant will provide a scope and budget for the task identified by the City. The consultant will not proceed with the task until written authorization has been provided by the City. The allotted amount for this task is \$15,000.

Direct Expenses

Direct expenses to be submitted for reimbursement include:

- Mileage/Travel for site investigations and meetings
- Postage and Courier
- Private Utility Locate Service for Survey
- Traffic Control Plan and Flagging for Survey
- Lodging and Meals for Survey Crew
- Other Misc. Expenses

Attachment A – Survey Extents



May 4, 2022

Otak, Inc.
2828 Colby Ave., Ste 401
Everett, WA 98201

Attn: Mr. Tyson Hounsel, PE, Project Manager and Puget Sound Water Resources Manager

Transmitted via email to: *tyson.hounsel@otak.com*

**Re: Proposal for Preliminary Geotechnical Engineering Services
Gilliam Creek Fish Passage Improvements
Tukwila, Washington**

Dear Mr. Hounsel:

Landau Associates, Inc. (Landau) is pleased to submit this proposal for preliminary geotechnical engineering services in support of the Gilliam Creek Fish Passage Improvements project in Tukwila, Washington.

This proposal has been prepared with information provided by Otak, Inc. (project civil engineer).

Project Understanding

The City of Tukwila (City, project owner) proposes to improve fish passage along the lower reach of Gilliam Creek, where the creek runs parallel to Interstate 405 (site). At the site, the creek flows through a 108-inch-diameter culvert beneath 66th Avenue South and the Green River Trail before converging with the Green River. Immediately upstream of this confluence, the culvert is fitted with a top-hinge flap gate with wing walls and a concrete splash pad. These features have been identified as barriers to fish passage. The design team has been asked to evaluate the following options for improving fish passage:

- Option 1. Retrofit the flap gate and replace the splash pad with a roughened channel. The culvert beneath 66th Avenue South and the Green River Trail would remain in place.
- Option 2. Daylight Gilliam Creek beneath the Green River Trail. The culvert beneath 66th Avenue South would be shortened; a bridge would be added; and the flap gate would be replaced.
- Option 3. Abandon the existing Gilliam Creek culvert and replace with a daylighted reach beneath 66th Avenue South. The downstream portion of the creek would be moved to an expanded habitat and refuge area on the west bank of the Green River.

Proposed Scope of Services

Landau proposes to assess subsurface soil and groundwater conditions at the site. Findings will be used to select a preferred design option. Landau's proposed scope of services includes the following tasks.

Phase 1. Geotechnical Desktop Study

Landau will review existing geologic and geotechnical information for the site and the surrounding area. Possible resources include data collected during previous subsurface investigations by others, geologic and topographic maps, and as-built drawings of area structures and roadways. Phase 1 findings will be summarized in an email.

Phase 2. Preliminary Geotechnical Engineering Services

Following completion of Phase 1, geotechnical findings will be reviewed at a charter meeting, and the options for fish passage improvement will be updated.

During Phase 2, Landau will complete a geotechnical field investigation, laboratory testing, and preliminary engineering analyses. Findings will be used by Otak to develop rough order of magnitude cost estimates for the design options.

Field Investigation Activities

Prior to beginning the field investigation, Landau will prepare a geotechnical exploration plan for Otak's review and approval. Landau will mark exploration locations in the field and contact the Washington Utilities Coordinating Council's "One Call" locating service.

Explorations will be located in the shoulder or within a travel lane of 66th Avenue South. As such, temporary lane closures will be required during fieldwork. Landau will prepare a traffic control plan and obtain a right-of-way use permit from the City. Landau will also subcontract traffic control services, including flaggers and warning signs.

Initially, the hollow-stem auger drilling method will be used to advance two borings. When the borings encounter the groundwater table, drilling will be paused for up to 30 minutes to allow groundwater to equalize. The borings will then be advanced using the mud rotary drilling method. One boring will be advanced to a maximum depth of 80 feet (ft) below ground surface (bgs), and the other boring will be advanced to a maximum depth of 120 ft bgs. If bedrock is encountered, a core barrel will be used to extend the borings by as much as 10 ft, or to the maximum depths noted above. Landau also will advance as many as six hand auger borings upstream of the culvert.

Landau personnel will monitor the borings, collect representative soil samples, and maintain detailed logs of the subsurface soil and groundwater conditions observed. The standard penetration test (SPT) procedure will be used to obtain soil samples at 2½- or 5-ft intervals. SPT samples will not be obtained from the interval at which coring is used to penetrate bedrock.

Excess soil cuttings will be disposed of off site. Upon completion of drilling and sampling, the explorations will be decommissioned in accordance with the requirements in Washington

Administrative Code Chapter 173-160. The pavement at each exploration location will be patched with fast-setting concrete.

Geotechnical Laboratory Testing

Soil samples obtained from the borings will be transported to Landau's geotechnical laboratory for further examination and testing. Landau anticipates that its laboratory testing program will include 12 index tests (grain size analyses or Atterberg limits determinations) and 6 moisture content determinations. Soil samples will be retained for 30 days following submittal of the final geotechnical engineering report. Samples will then be disposed of, unless other arrangements are made.

Preliminary Geotechnical Engineering and Reporting

The results of Landau's field investigation, laboratory testing, and engineering analyses will be summarized in a preliminary geotechnical report. The report will also include:

- a site plan showing the locations of the field explorations.
- summary boring logs and the results of laboratory testing.
- a general description of site geology.
- a discussion of near-surface soil and groundwater conditions observed at the site.
- recommended seismic design parameters that accord with the American Association of State Highway and Transportation Officials' 2020 *LRFD* (Load and Resistance Factor Design) *Bridge Design Specifications*.
- a soil liquefaction assessment, including estimates of liquefaction-induced settlement at ground surface.
- preliminary recommendations for foundation support of the replacement culvert, including bearing resistances at the service, strength, and extreme limit states; axial and uplift capacities for deep foundations; estimated downdrag loads on deep foundation elements; and recommended L-pile input parameters, as applicable.
- recommendations regarding static and dynamic lateral earth pressures on buried walls, including estimated lateral spreading loads on culvert wing walls, if applicable.
- recommendations for final design services.

Landau will prepare a draft report for the design team's review and comment. Upon receipt, comments will be addressed, and Landau will issue a final report, signed and sealed by the project engineer.

Assumptions

Landau made the following assumptions when preparing this scope of services and cost estimate:

- Otak will provide Landau with a project base map in AutoCAD® format.
- Temporary lane closures will be required during fieldwork.

- The City will issue a right-of-way use permit at no cost to Landau.
- The asphalt concrete pavement at the proposed exploration locations is not underlain by Portland cement concrete (i.e., no concrete coring will be required).
- The City will allow Landau to patch pavement at the boring locations with fast-setting concrete.
- Soil cuttings will be drummed and disposed of off site.
- If required, permits pertaining to explorations in wetland areas or within stream buffers will be obtained by others at no cost to Landau.
- All public and private utilities at the proposed exploration locations can be identified via a One-Call locate request. No vacuum excavation will be required.
- Landau will not be responsible for damage to unmarked (or mismarked) utilities.
- If required, right-of-entry permits will be obtained by others.
- The hand auger borings can be completed in 10 hours, including travel time.
- The field investigation can be completed during standard business hours (i.e., no weekend, holiday, or nighttime drilling will be required).
- If necessary, Landau will evaluate as many as two deep foundation alternatives.
- Additional geotechnical engineering services will be required to support final design of the proposed improvements.
- Information regarding the infiltration characteristics of site soil is not needed, and infiltration testing and analyses are not included in this scope of services.
- Chemical analysis will not be performed on soil samples collected from the explorations.

Cost Estimate

Services will be provided on a time-and-materials basis in accordance with the rates presented in Landau's 2022 Compensation Schedule (attached). Landau proposes to provide its services for a fee of \$48,680, as detailed in Table 1 (attached). Landau will not exceed its budget without Otak's written authorization.

Authorization

To authorize Landau's services, please develop a subconsultant agreement, consistent with previous agreements between Otak and Landau.

Closing

We appreciate the opportunity to submit this proposal and anticipate its favorable review. If you have questions or comments, please contact Sean Gertz at 206.631.8680 or at sgertz@landauinc.com.

LANDAU ASSOCIATES, INC.



Sean Gertz, PE
Senior Engineer



Steven R. Wright, PE
Principal

SMG/SRW/mcs

2022-0194

[\\EDMDATA02\PROPOSALS\C_TUKWILA\2022-02_GILLIAM CREEK FISH PASSAGE\PROPOSAL\GILLIAM CREEK FISH PASSAGE IMPROVEMENTS PROPOSAL FOR GEOTECHNICAL SERVICES 5.4.2022.DOCX]

Attachments: 2022 Compensation Schedule
Table 1. Budget Breakdown

COMPENSATION SCHEDULE – 2022



Personnel Labor	Hourly Rate
Senior Principal	305
Principal	285
Senior Associate	265
Associate	240
Senior	215
Senior Project	195
Project	175
GIS Analyst / CAD Designer	175
Senior Staff	160
Staff / Senior Technician II	145
Data Specialist	145
CAD / GIS Technician	135
Project Coordinator	125
Assistant / Senior Technician I	115
Technician	100
Support Staff	85

Expert professional testimony or the preparation thereof for court, deposition, declaration, arbitration, or public testimony is charged at 1.5 times the hourly rate.

Rates apply to all labor, including overtime.

Equipment

Field, laboratory, and office equipment used in the direct performance of authorized work is charged at unit rates. A rate schedule will be provided on request.

Subcontractor Services and Other Expenses

Subcontractor billing and other project expenses incurred in the direct performance of authorized routine services will normally be charged at a rate of cost plus a twelve percent (12%) handling charge. A higher handling charge for technical subconsultants and for high-risk field operations may be negotiated on an individual project basis; similarly, a lower handling charge may be negotiated on projects requiring disproportionately high subconsultant involvement.

Invoices

Invoices for Landau Associates' services will be issued monthly. Interest of 1½ percent per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days.

Term

Unless otherwise agreed, Landau Associates reserves the right to make reasonable adjustments to our compensation rates over time (e.g., long-term continuing projects).

Table 1.
Budget Breakdown
Gilliam Creek Fish Passage Improvements
Tukwila, Washington

Scope Items	Principal	Senior	Staff	CAD	Project Coordinator	Totals	Total Labor Costs
LABOR COSTS							
Preliminary Geotechnical Engineering Services							
Desktop Study	1	4	4			9	\$1,725
Project Management		14			10	24	\$4,260
Utility Locates, Proposed Exploration Plan, Field Coordination	1	2	14			17	\$2,745
Right of Way Permit Coordination		2	8			10	\$1,590
Field Investigation		2	20			22	\$3,330
Preliminary Geotechnical Engineering Services	5	12	24			41	\$7,485
Draft Report	6	16	24	2	4	52	\$9,400
Final Report	2	4	6	1	2	15	\$2,685
Task Total	15	56	100	3	16	190	\$33,220
Rate by Position	\$285.00	\$215.00	\$145.00	\$135.00	\$125.00		
Total – Labor Cost	\$4,275	\$12,040	\$14,500	\$405	\$2,000	\$33,220	
DIRECT COSTS							
Holocene Drilling						\$12,524	
Traffic Control Subcontractor						\$1,700	
Laboratory Testing						\$1,170	
Field Equipment/Mileage						\$67	
Total – Direct Costs						\$15,460	
Total						\$48,680	

